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## Agenda

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

June 13, 2019

9:00 a.m.

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

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#### ACTION RECOMMENDED

1. Roll Call
2. [Approval of Minutes – May 9, 2019](#) Approve
3. Public Comments - Limited to five speakers with three minutes per speaker. Others will be heard after Board Discussion items. If you have a report to present, please give your copies to the Clerk of the Board.

Please SILENCE electronics  
during the meeting

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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. [Taxicab Contracts Renewal](#) Approve  
Action would: (1) approve the “Tenth Amendment to Agreement for Administration of Taxicab and Other For-Hire Vehicle Regulations Between San Diego Metropolitan Transit System and City of San Diego”; and (2) approve a five-year extension of existing agreements for Taxicab Administration with the cities of Chula Vista, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, and Santee.
7. [Proposed Revisions to Policy No. 22, “Rules of Procedure for the San Diego Metropolitan Transit System \(MTS\) Board of Directors”](#) Approve  
Action would approve the proposed revisions to MTS Policy No. 22, “Rules of Procedure for the San Diego Metropolitan Transit System (MTS) Board of Directors.”
8. [California Department of Transportation Program of Projects for Federal Transit Administration Section 5311\(f\) Funding, Fiscal Year 2019](#) Approve  
Action would approve Resolution No. 19-4 authorizing the use of, and application for, \$300,000 of Federal Transit Administration (FTA) Section 5311(f) funds for operating assistance in non-urbanized areas.
9. [Amendment to Codified San Diego Metropolitan Transit System \(MTS\) Fare Ordinance No. 4](#) Approve  
Action would approve the revisions to MTS Fare Ordinance No.4 to comply with the San Diego Association of Governments (SANDAG) recently adopted Regional Comprehensive Fare Ordinance revisions generated by the Fare Study.
10. [Fiscal Year 2020 Transportation Development Act \(TDA\) Claim](#) Approve  
Action would adopt Resolution Nos. 19-5, 19-6, and 19-7 approving fiscal year (FY) 2020 TDA Article 4.0, 4.5, and 8.0 claims allocating \$100,576,245 in TDA revenues for MTS.
11. [Insurance Brokerage and Consulting Services Contract](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2231.0-19 in the amount of \$839,475.00 to Alliant Insurance Services, Inc. for insurance brokerage and consulting services effective July 1, 2019.
12. [On-Call Job Order Contracting \(JOC\) General Civil Construction Services – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG275.0-19 with ABC Construction Co., Inc. (ABC) for on-call civil construction services, in the amount of \$5,000,000.00, for three (3) years beginning on July 1, 2019 and ending on June 30, 2022.
13. [Sole Source Award for Motorola APX4500 Radios for the Regional Transit Management System \(RTMS\) and Radio Upgrade Project](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute a Purchase Order (PO) with Motorola Solutions, Inc. (Motorola), in the amount of \$608,762.50, on a sole source basis, for the purchase of 360 APX4500 radios.
14. [Cisco SMARTNET Maintenance Support – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc No. G2247.0-19 with AT&T Corp. in the amount of \$246,612.32 for the provision of Cisco SMARTNET Maintenance Support for three (3) years.

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|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 15. | <a href="#"><u>Supply of Non-Revenue Vehicle Fuel (Diesel and Unleaded) – Contract Award</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2290.0-19 with SC Commercial, LLC, for the provision of non-revenue vehicle fuel (diesel and unleaded) in the amount of \$13,273,280.00 for 5 years.                                                                                                                                                                                                                                                            | Approve |
| 16. | <a href="#"><u>On-Call Job Order Contracting (JOC) Railroad Construction Services – Herzog Contracting Corp. – Contract Award</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG269.0-19 with Herzog Contracting Corp. (Herzog) for on-call railroad construction services, in the amount of \$3,000,000.00, for three (3) years beginning on July 1, 2019 and ending on June 30, 2022.                                                                                                                                                                  | Approve |
| 17. | <a href="#"><u>On-Call Job Order Contracting (JOC) General Building and Facilities Construction Services – Contract Award</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG274.0-19 with PUB Construction, Inc. (PUB) for on-call building and facilities construction services, in the amount of \$4,000,000.00, for three (3) years beginning on July 1, 2019 and ending on June 30, 2022.                                                                                                                                                            | Approve |
| 18. | <a href="#"><u>Revenue Vehicle Fleet Seat Upholstery Replacement and Repair Services</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2250.0-19 with Sardo Bus & Coach Upholstery in the amount of \$553,204.30 for the provision of Bus and Rail Vehicle Seat Upholstery Replacement and Repair Services.                                                                                                                                                                                                                                                | Approve |
| 19. | <a href="#"><u>Trapeze Software License and Maintenance Support Renewal – Sole Source Contract Award</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2253.0-19 with Trapeze Software Group, Inc. (Trapeze) in amount of \$2,908,551.00 for the renewal of software licensing and maintenance support for a five (5) year base period and five (5) one-year options exercisable under the CEOs discretion.                                                                                                                                                | Approve |
| 20. | <a href="#"><u>Vehicle Paint Supply – Sole Source Contract Award</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2199.0-19 with Annex Warehouse Co. Inc. (Annex), for the provision of vehicle paint in the amount of \$269,108.23.                                                                                                                                                                                                                                                                                                                      | Approve |
| 21. | <a href="#"><u>Davra Networks, RuBAN Software and Support Contract Amendment – Trolley Real Time Project</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 2 to MTS Doc. No. G2071.0-18 with Davra Networks (Davra), increasing the contract value in the amount of \$336,000.00, bringing the contract total to \$761,800.00.                                                                                                                                                                                                                             | Approve |
| 22. | <a href="#"><u>Conduent Transportation Solutions, Inc. for Regional Transit Management System (RTMS) Hardware and Software Upgrades – Sole Source Award</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2260.0-19 in amount of \$6,542,899.06 with Conduent Transportation Solutions, Inc. (Conduent) for the purchase of hardware and software upgrade services for the Regional Transit Management System (RTMS) and Radio Site Upgrade project; and an option to install mobile data routers on the bus fleet exercisable under the CEO’s discretion. | Approve |

23. [Task Order Contract Approval to Perform Community Outreach and Operating Plan Development for the South Bay Feeder Bus Service](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA1950-AE-38 to MTS Doc. No. G1950.0-17 with Kimley-Horn and Associates, Inc. (KHA) in the amount of \$225,723.33 to perform community outreach and operating plan development for the South Bay feeder bus service.
24. [Task Order Contract Approval to Evaluate Trolley Connection to San Diego International Airport](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA1951-AE-42 to MTS Doc. No. G1951.0-17 with Mott MacDonald in the amount of \$119,758.16 to evaluate trolley connection to the San Diego International Airport.
25. [40-Foot Low-Floor Electric Bus and Additional Depot Chargers – Contract Amendment](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to ratify Amendments 1 through 3 and execute Amendment No. 4 to MTS Doc. No. B0688.0-18 with New Flyer of America Inc. (New Flyer) in the amount of \$386,852.50, for diagnostics, tools and Personal Protective Equipment (PPE) as well as the purchase of three (3) additional depot chargers not covered under the original contract amount. The original board approval amount of \$5,978,456.97 will increase to a not to exceed amount of \$6,220,948.08.
26. [Printed Circuit Boards \(PCBs\) and Electronic Components – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1476.0-19, a Sole Source agreement, with Siemens Mobility Inc. (Siemens) in the amount of \$1,157,285.97 for continued services providing PCBs and Electronic Components for a 2-year period from July 1, 2019 to June 30, 2021.
27. [Vendor Managed Inventory \(VMI\) Program for Trolley Maintenance Spare Parts – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Document Number L1507.0-19 with Siemens Mobility Inc. (Siemens) for the supply of certain maintenance spare parts under a vendor managed inventory (VMI) framework for an amount not to exceed \$7,500,000.00.
28. [Taxicab Advisory Committee Permit Holder Member Election Results](#) Approve  
Action would approve appointing new members to the Taxicab Advisory Committee as stated in the results of the Taxicab Advisory Committee member election.
29. [Taxicab Advisory Committee Lease Driver Member Election Results](#) Approve  
Action would approve appointing new members to the Taxicab Advisory Committee as stated in the results of the Taxicab Advisory Committee member election.
30. [Light Rail Vehicle \(LRV\) Maintenance Scaffolding and Catenary Warning System Design – Task Order Contract Amendment](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to ratify Work Order No. WOA1946-AE-28 to MTS Doc. No. G1946.0-17, and execute Amendment No. 2 with Global Signals Group, Inc. (GSG) in the amount of \$16,909.87, bringing the total work order amount to \$108,382.87, to provide additional design services for the LRV Maintenance Scaffolding and Catenary Warning System Design.

CLOSED SESSION

31. 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

NOTICED PUBLIC HEARINGS

32. None.

DISCUSSION ITEMS

33. [Approval of Disposition and Development Agreements for Transit Oriented Development Projects at Grantville Trolley Station; Memorandum of Understanding with City of San Diego Regarding Alvarado Creek Revitalization Project \(Sharon Cooney\)](#) Approve

Action would authorize and direct the Chief Executive Officer (CEO) to take the following action: (1) Execute a Disposition and Development Agreement with Grantville Trolley Family Housing, L.P. (an affiliate of Affirmed Housing Group, Inc.) (Affirmed) in substantially the same format as Attachment B, including the finalization and execution of a 99-Year Ground Lease with the material terms identified on Page B-44. (2) Execute a Disposition and Development Agreement with Grantville Trolley, L.P., (an affiliate of Greystar Real Estate Partners, LLC) (Greystar) in substantially the same format as Attachment C, including the finalization and execution of a 99-Year Ground Lease with the material terms identified on Pages C-46 to C-47. (3) To create an Alvarado Creek Maintenance Project for MTS to (a) inspect the portions of Alvarado Creek within MTS's real property ownership and remove trash and loose debris on a regular basis; and (b) obtain necessary permits and take action to remove non-native sediment and vegetation from the portions of Alvarado Creek within MTS's real property ownership. Individual approvals to be processed according to the authority granted in Board Policy No. 41. (4) To negotiate and bring back for MTS Board approval a Memorandum of Understanding (MOU) with the City of San Diego to identify a process for implementation of the proposed Alvarado Creek Enhancement Project, including the following: (a) Identify a lead agency and project sponsor, a permitting and environmental clearance schedule, a construction phasing plan, a funding plan and mechanism, and a process for determining MTS's fair share of project costs and responsibilities; (b) Address MTS Alvarado Creek Maintenance Project plans referenced in Recommendation No. 3 above; and (c) Document MTS's intent to accommodate the Alvarado Creek Enhancement Project as currently planned on MTS-owned property on Reach 2, including allowing the construction of a realigned and widened channel, south of the existing channel in Reach 2 and adding/grading for low-lying area as Floodable Green Space, south of the realigned channel to enhance hydraulic function, and providing for construction of up to three pedestrian/bicycle bridges in Reach 2 to increase connections to the Grantville Trolley Station.

34. [Low-Floor Light Rail Vehicle \(LRV\) Procurement – Contract Award \(Wayne Terry\)](#) Approve

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1449.0-18 with Siemens Mobility Inc., ("Siemens"), for the purchase of 25 Low-Floor LRVs under the base order, and up to 22 Low-Floor LRVs under the options order, for a total not to exceed 47 LRVs, in the amount of \$219,098,482.30.

## REPORT ITEMS

- |     |                                                                                                                                                                                                                                                                                                                                                                                               |               |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 45. | <a href="#"><u>Zero Emission Bus Pilot Program Update (Mike Wygant)</u></a>                                                                                                                                                                                                                                                                                                                   | Informational |
| 46. | <a href="#"><u>Semiannual Uniform Report of Disadvantaged Business Enterprise (DBE) Awards and Payments (Samantha Leslie)</u></a>                                                                                                                                                                                                                                                             | Informational |
| 47. | <a href="#"><u>Operations Budget Status Report for April 2019 (Mike Thompson)</u></a>                                                                                                                                                                                                                                                                                                         | Informational |
| 59. | <a href="#"><u>Elevate SD 2020 Update</u></a>                                                                                                                                                                                                                                                                                                                                                 | Informational |
| 60. | <a href="#"><u>Chair Report</u></a>                                                                                                                                                                                                                                                                                                                                                           | Informational |
| 61. | <a href="#"><u>Chief Executive Officer's Report</u></a>                                                                                                                                                                                                                                                                                                                                       | Informational |
| 62. | <a href="#"><u>Board Member Communications</u></a>                                                                                                                                                                                                                                                                                                                                            | Informational |
| 63. | <a href="#"><u>Additional Public Comments Not on the Agenda</u></a><br>If the limit of 5 speakers is exceeded under No. 3 (Public Comments) on this agenda, additional speakers will be taken at this time. If you have a report to present, please furnish a copy to the Clerk of the Board. Subjects of previous hearings or agenda items may not again be addressed under Public Comments. |               |
| 64. | <a href="#"><u>Next Meeting Date: July 25, 2019</u></a>                                                                                                                                                                                                                                                                                                                                       |               |
| 65. | <a href="#"><u>Adjournment</u></a>                                                                                                                                                                                                                                                                                                                                                            |               |

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

DRAFT MINUTES

May 9, 2019

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

1. Roll Call

Chair Gomez 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

Ms. Rios moved to approve the minutes of the April 11, 2019, MTS Board of Directors meeting. Mr. Sandke seconded the motion, and the vote was 13 to 0 in favor with Mr. Arapostathis and Ms. Salas absent.

3. Public Comments

*Martha Welch* – Ms. Welch commented that riders cannot access WiFi or the MTS phone application on board vehicles. She stated that the bus benches on Broadway should be reinstalled. Ms. Welch commented about non-union bus drivers and pensions.

*David Rodger* – Mr. Rodger commented that MTS should use the security funding primarily for public safety instead of fare enforcement. He stated that more security should be located at the 5<sup>th</sup> Avenue Station, especially in the late evening. Mr. Rodger stated that the crime and illegal activity is increasing at that station. He wants to see more security used for public safety in the community.

*Peter Zschiesche* – Mr. Zschiesche commented about issues with the taxicab administration. He stated that taxicabs are more environmentally friendly compared to competing Transportation Network Companies (TNCs). He said that TNCs are four times greater polluters compared to taxicabs. Mr. Zschiesche stated that TNCs are not regulated by the local jurisdictions in San Diego. He commented that MTS needs to account for these issues.

*Jean Costa* – Ms. Costa commented on behalf of San Diego 350. She asked for more bike racks to be installed on the buses to encourage people to ride transit. Ms. Costa stated that a transfer ticket system should be implemented on the system. She noted that she sees empty buses driving around La Mesa throughout the day. Ms. Costa commented that she wants to see more frequent buses.

CONSENT ITEMS

6. Weed Abatement Services – Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL272.0-19 with Quality Sprayers Inc., a Disabled Veteran Business Enterprise (DVBE), for the provision of Weed Abatement Services, in the amount of \$390,780.00, for five years beginning on July 1, 2019 and ending on June 30, 2024.

7. San Diego and Arizona Eastern (SD&AE) Railway Company Quarterly Reports and Ratification of Actions Taken by the SD&AE Board of Directors at its Meeting on April 9, 2019  
Action would receive the San Diego and Imperial Valley Railroad (SD&IV), Pacific Southwest Railway Museum Association (Museum), and Desert Line quarterly reports, and ratify all actions taken.
8. Elevator and Escalator Maintenance and Repair Services – Contract Amendment  
Action would authorize the Chief Executive Officer (CEO) to ratify Amendment 6 and execute Amendment 7 to MTS Doc. No. PWG153.0-14 with ThyssenKrupp Elevator (TKE) in the amount of \$169,935 for as-needed repairs not covered under the original contract amount. The new total value of the contract shall not exceed \$857,070.60.
9. Investment Report – Quarter Ending March 31, 2019
10. Merchant Services Consulting Services – Contract Award  
Action would authorize the Chief Executive Officer (CEO) to award MTS Doc. No. G2241.0-19 to Diane McDevitt Consulting, Inc. (DMC) in the amount of \$245,400.00 for Merchant Services Consulting Services.
11. HASTUS Regional Scheduling System (RSS) Annual Software Maintenance and Support Services – Sole Source Contract Award  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2258.0-19 with GIRO, in the amount of \$622,272.00 for the provision of HASTUS RSS annual software maintenance and support services for three (3) years.
12. Trolley Track Improvements – Change Order Amendment 13  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL243.0-17 – Change Order Amendment 13, with Veolia Transportation Maintenance & Infrastructure (VTMI) in the amount of \$1,622,056.00. In addition, MTS is requesting to transfer \$631,056.00 to fund this project from the Miscellaneous Capital Project.
13. Planning Consultant for Potential Ballot Measure – Contract Amendment  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2161.1-18 with Transportation Management & Design, Inc. (TMD), a Small Business (SB), in the amount of \$199,428.39, for the addition and extension of planning services for a potential ballot measure until June 30, 2020.
14. Fiscal Year 2019 Audit – Engagement and Interim Audit
15. Mills Building – Amendment to Padres Parking Lease  
Action would authorize the Chief Executive Officer (CEO) to execute an Amendment to the Mills Building Parking Lease with Padres L.P. (MTS Doc. No. G1030.1-07).
16. Cubic Transportation Systems (Cubic) Ticket Vending Machine Software Upgrade – Contract Award  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2280.0-19 with Cubic Transportation Systems (Cubic), in the amount of \$479,777, for software development of Ticket Vending Machine screen flow changes to allow for the implementation of regional fare changes.



## BOARD COMMENTS – CONSENT ITEMS

Chair Gomez stated that she wanted to pull consent item number 15 for further discussion. Ms. Montgomery requested to pull consent item number 6 for further discussion.

### Action on Recommended Consent Items, excluding Consent Item Nos. 6 and 15

Ms. Rios moved to approve the consent agenda items, excluding consent item numbers 6 and 15. Mr. Hall seconded the motion, and the vote was 14 to 0 in favor with Mr. Arapostathis absent.

## DISCUSSION – CONSENT ITEM NUMBER 6

Ms. Montgomery asked if the scope of work includes bus stop right of ways as well as rail right of ways. Wayne Terry, Chief Operating Officer – Rail, replied that this scope of work includes rail right of way only and does not include passenger areas. Ms. Montgomery asked if there were other contracts that address the other passenger right of way areas. Staff replied that there are other contracts, but they are not associated with this particular contract. Ms. Montgomery asked about the weed abatement products used in this contract. Mr. Terry replied that the product is a standard herbicide/pesticide formula that is used along railroad right of ways. He stated that it is a common formula that is used by multiple large railroad agencies and also meets all regulatory requirements. Ms. Montgomery asked what regulatory agencies we need to be compliant with for these products. Natalie Osborn, Environmental Health and Safety Specialist, replied that the herbicides are federally registered and meet specific federally registered standards. Ms. Montgomery stated that as long as the products are compliant, she is okay with this item moving forward. She noted that she would also like to monitor ways that we could better serve our environment in the future.

Ms. Rios asked if we had a previous contract for this service. Mr. Terry replied that we have had weed abatement contracts for the rail right of way for over 38 years. He stated that DeAngelo Brothers previously held the contract, which also used the same types of formula products. Mr. Terry noted that Quality Sprayers, Inc. were the lowest bidder and awarded the new contract.

### Action – Consent Item Number 6

Ms. Montgomery moved to approve consent agenda item 6. Ms. Rios seconded the motion, and the vote was 14 to 0 in favor with Mr. Arapostathis absent.

## DISCUSSION – CONSENT ITEM NUMBER 15

Karen Landers, General Counsel, provided a brief presentation about the amendment to the Padres parking lease with the Mills Building. She reviewed the history of the Mills Building between the County and MTS and the creation of the San Diego Regional Building Authority (SDRBA). Ms. Landers provided background information on the Padres parking lease and the recent lease dispute. She reviewed the proposed amendments to the lease agreed upon by the SDRBA and noted that both MTS and the County would also need to approve the amendments to the lease.

Mr. Fletcher commented that the SDRBA heard this item at the last meeting. He stated that this amendment is a good solution for MTS, the County and the SDRBA.

Action – Consent Item Number 15

Mr. Fletcher moved to approve consent agenda item 6. Mr. Sandke seconded the motion, and the vote was 14 to 0 in favor with Mr. Arapostathis absent.

NOTICED PUBLIC HEARINGS

25. Proposed Fiscal Year 2020 Operating Budget (Mike Thompson) (TAKEN BEFORE CLOSED SESSION)

Mike Thompson, Director of Financial Planning and Analysis, provided a presentation on the proposed fiscal year (FY) 2020 operating budget. He reviewed the FY 2020 final adjustments, revenue projections, expense projections, and consolidated revenues less expenses. He noted that the proposed FY 2020 budget is a balanced budget. Mr. Thompson also reviewed the 5-year budget projections as well as on-going concerns.

Ms. Moreno commented about the contingency reserve balance. She asked about the current contingency reserve balance. Mr. Thompson replied that the contingency reserve target is 12.5%, or just over \$34 million, and we currently have about \$35.2 million in reserves. Ms. Moreno inquired about the new sales tax laws that went into effect last year and asked if those laws are included in the projections. Mr. Thompson replied that SANDAG projects those numbers and they included the new laws into their projections. Ms. Moreno asked about the previous pension obligation bonds MTS issued and asked if MTS would have issued those bonds with the knowledge we know now. Mr. Jablonski replied that if we had not had the recession in 2008, then yes we would have issued them still, but if we had known about the recession, then no we would have not issued the bonds. He stated that due to the recession, the insurers of those bonds pulled out of the market, which left us exposed on those bonds. Ms. Moreno asked about how MTS will address the budget shortfalls in the future projections. Mr. Jablonski replied that there are several ways to address those shortfalls going forward including, but not limited to utilizing potential sales tax initiatives, state subsidies, federal subsidies, and fare adjustments.

Mr. Arambula asked about the net passenger growth fiscal year to date. Mr. Thompson replied that fiscal year to date year over year is under one percent growth.

Mr. Sandke commented that he hopes to see some financing changes on the state level with the movement of funds from the high-speed rail project to other transit projects throughout the state. He asked how staff is preparing for that possible shift in funding. Mr. Jablonski replied that staff is always prepared to go after funding that is available to MTS. He stated that staff is following this matter to ensure that it can benefit from the shift in funding.

There was no public testimony.

Action Taken

Mr. Hall moved to: (1) Hold a public hearing, receive testimony, and review and comment on the fiscal year (FY) 2020 budget information presented in this report; and (2) Enact Resolution No. 19-3 adopting the operating and capital budget for San Diego Metropolitan Transit System (MTS) and approving the operating budgets for San Diego Transit Corporation (SDTC), San Diego Trolley, Inc. (SDTI), MTS Contract Services and the Coronado Ferry. Ms. Salas seconded the motion, and the vote was 14 to 0 in favor with Mr. Arapostathis absent.

## DISCUSSION ITEMS

30. None.

## REPORT ITEMS

45. Elevate SD 2020 Update (Paul Jablonski, Sharon Cooney, Mark Olson) (TAKEN BEFORE CLOSED SESSION)

Mr. Jablonski provided an update on Elevate SD 2020. He discussed the principles and process of Elevate SD 2020. He reviewed the primary objectives including finding the best connections and bridging the residential to employment gaps. Mr. Jablonski reviewed potential project ideas including fixed-guideway projects, airport connections, rapid projects, ferry services, safety and security, bus fleet electrification, mobility-on-demand, fare discounting, mobility hubs, grade separations, increased service frequency, and support facilities.

Mark Olson, Public Relations Manager, continued the presentation and discussed the recent Community Advisory Committee (CAC) efforts. He reviewed the details of the April 30, 2019 CAC meeting and discussed the purpose of the meeting. Mr. Olson provided details on the value exercise results from the meeting and the group discussion themes. He played a recap video from the CAC meeting and discussed next steps going forward for the CAC. Mr. Olson also listed some of the upcoming community events that will be held throughout the San Diego region.

## PUBLIC COMMENTS

*Eric Christen* – Mr. Christen commented on behalf of the Coalition for Fair Employment in Construction. He stated that he wanted to introduce himself and his organization. He stated that there have been issues related to project labor agreements (PLAs). Mr. Christen commented that people are aware that PLAs are exclusionary and costly. He stated that projects should be available on an open and competitive market place. Mr. Christen stated that unless there is explicit language in the ballot measure that the future projects will be built on fair and open competitive markets, they would oppose the measure.

## BOARD DISCUSSION

Ms. Salas commented that she likes that this proposal is principal driven. She stated that she would like some points to be taken into consideration. She stated that the job centers are currently in the northern San Diego region, but she wants to ensure that we do not build up a system that dis-incentivizes businesses from opening in the southern region of San Diego. Ms. Salas stated that SANDAG's 5 Big Moves are long term goals, however this proposal is going to make a difference now in the community. She stated that she would like to see a third rail built, especially on the Blue Line to help with more frequency and longer service hours, as well as moving freight. She stated that MTS needs to continue coordination with SANDAG and Caltrans. Ms. Salas asked how members of focus groups were identified. She stated that MTS needs to broaden the types of people and groups that attend these meetings. Chair Gomez stated that any additional people or groups that want to be included into the CAC are more than welcome. She asked the Board to please notify MTS staff of any other additions they would like to see in the CAC. Chair Gomez also stated that MTS is working closely with both SANDAG and Caltrans and will continue to do so going forward.

Ms. Galvez commented that she would like to see a way to incentivize businesses to locate to the southern region of San Diego. She stated that utilizing transit can be a way to encourage businesses to relocate.

Mr. Hall commented that SANDAG is jeopardizing the MTS vision and goals by coming out with their long-term vision. He stated that he would like to see the North and East county cities working together with MTS to make this measure work. He stated that promises made should be promises kept. He stated that this measure needs to benefit everyone including the North and East county cities.

Mr. Sandke commented that he has concerns with some of the differences in terms of the polling versus the focus groups. He stated that he wants to ensure that we are engaging the members of the community that may be opposed to transit to determine what can be done to fix those gaps. Mr. Sandke also commented that he appreciates the ideas related to utilizing ferryboats in the measure.

Ms. Montgomery stated that she would like the following groups to be included in the community outreach: the Black Chamber of Commerce and the Made in Paradise Hills group. She stated that she believes we are moving the right direction for the future of transit in this region.

Ms. Rios commented that MTS is providing a lot of opportunities for communities to voice their opinions in relation to the measure. She encouraged the Board Members to ensure that their community members are taking an active role in this process.

Mr. Ward commented that he agrees there should be a large effort in reaching out to the various community festivals and events to get the word out about the measure. He stated that he wants to ensure that various community plan data is included in the information related to job density opportunities. Mr. Ward stated that he would like to see these messages communicated directly to the riders on the system. He stated that he wants to ensure that all types of community members are involved and have the opportunities to be involved in this process.

Ms. Moreno asked about the contact information the public can use to get involved in this process. Mr. Olson stated that members of the public can go to [www.ElevateSD2020.com](http://www.ElevateSD2020.com) for this information. Ms. Moreno asked MTS staff to create a flyer for the next CAC meeting and distribute it to the Board Members for their jurisdictions.

Ms. Aguirre commented that she wanted to echo Ms. Salas' recommendations on increasing transit in the South Bay whether it's by building a third rail to help provide more frequency or adding more service for access to jobs. She said that Imperial Beach has the highest unemployment rate and the primary reason is due to the lack of access to jobs. Ms. Aguirre stated that she wants to focus on increasing access to jobs and increasing ridership.

Chair Gomez stated that she personally cares about this topic and how important this measure will be for the quality of life of residents and for access to jobs. She stated that this process will be time consuming, but she wants to ensure that all Board Members are involved and will bring their community members along during the process.

#### Action Taken

No action taken. Informational item only.

46. Operations Budget Status Report for March 2019 (Mike Thompson) (TAKEN BEFORE CLOSED SESSION)

Mr. Thompson provided an operations budget status report for March 2019. Mr. Thompson reviewed the total operating revenues, total operating expenses, and total operating variance. Lastly, he discussed on-going concerns including regional sales tax receipts, State Transit Assistance formula funds, passenger levels, and energy prices.

Action Taken

No action taken. Informational item only.

60. Chair Report (TAKEN BEFORE CLOSED SESSION)

There was no Chair report.

61. Chief Executive Officer's Report (TAKEN BEFORE CLOSED SESSION)

There was no Chief Executive Officer's report.

62. Board Member Communications (TAKEN BEFORE CLOSED SESSION)

Ms. Rios commented that National City has selected a new City Manager – Brad Raulston. She stated that Brad Raulston has served as the Assistant City Manager for over the past 12 years.

63. Additional Public Comments on Items Not on the Agenda (TAKEN BEFORE CLOSED SESSION)

There were no additional public comments.

CLOSED SESSION

24. Closed Session Items

CLOSED SESSION PUBLIC COMMENT

*Doug Hicks* – Mr. Hicks provided comments as to why prevailing wage is important and matters in the community. He stated that PLA employers provide more than just a living wage, but provide workers with job opportunities. Mr. Hicks stated that requiring a skilled and trained workforce is important for the public. He encouraged the Board to ensure that this project requires a PLA as it is on public-owned land.

*David Smith* – Mr. Smith commented on behalf of the Navajo Community Planning Group. He stated that they are unclear as to how this project will impact the Alvarado Creek Revitalization Plan. He asked the Board to keep in mind of the Alvarado Creek Revitalization Plan study and to ensure that it is included within the Grantville development project. Mr. Smith stated that the Navajo Community Planning Group has worked for over 15 years to ensure that a pedestrian friendly, transit oriented, urban community be built at and around the Grantville Trolley Station.

*Gretchen Newsom* – Ms. Newsom commented on behalf of the IBEW 569. She stated that they are advocating for PLAs, prevailing wages, and skilled and trained workforce provisions are

included for this development and any public-owned land developments. Ms. Newsom stated that PLAs should be utilized for these projects as these enhance and benefit the local public. She commented that the previous comments against PLAs stated earlier in the meeting were false. Ms. Newsom stated that PLAs have a positive impact on our communities; they value diversity and create inclusion.

*Kelvin Barrios* – Mr. Barrios commented on behalf of Laborers Local 89. He stated that they are in support of requiring PLAs for projects that include publicly owned land. Mr. Barrios commented that they believe if a public agency builds a project, it should pay a prevailing wage and use a skilled and trained workforce. Mr. Barrios also stated that they would like to encourage local hire provisions in these projects.

The Board convened to Closed Session at 11:04 a.m.

- a. CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to California Government Code Section 54956.8  
Property: 4464 – 4574 Alvarado Canyon Road, San Diego CA (Assessor Parcel Nos. (APN) 461-320-12, 29, and 07)  
Agency Negotiators: Paul Jablonski, Chief Executive Officer, Karen Landers, General Counsel, Sharon Cooney, Chief of Staff, and Tim Allison, Manager of Real Estate Assets  
Negotiating Parties: Affirmed Housing Group, Inc.; Greystar Real Estate Partners, LLC  
Under Negotiation: Price and Terms of Payment

The Board reconvened to Open Session at 12:10 p.m.

Oral Report of Final Actions Taken in Closed Session

Karen Landers, General Counsel, reported the following:

- a. The Board received a report and gave direction to negotiators.

64. Next Meeting Date

The next regularly scheduled Board meeting is June 13, 2019.

65. Adjournment

Chair Gomez adjourned the meeting at 12:10 p.m.

Filed by:

Approved as to form:

---

Clerk of the Board  
San Diego Metropolitan Transit System

---

General Counsel  
San Diego Metropolitan Transit System

Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS  
ROLL CALL

MEETING OF (DATE): May 9, 2019

CALL TO ORDER (TIME): 9:03 a.m.

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

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

PUBLIC HEARING: 9:30 a.m.

RECONVENE: 9:56 a.m.

CLOSED SESSION: 11:04 a.m.

RECONVENE: 12:10 p.m.

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

ADJOURN: 12:10 p.m.

BOARD MEMBER	(Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
AGUIRRE	<input checked="" type="checkbox"/> (Spriggs) <input type="checkbox"/>	9:00 a.m.	12:10 p.m.
ARAMBULA	<input checked="" type="checkbox"/> (Mendoza) <input type="checkbox"/>	9:00 a.m.	12:10 p.m.
ARAPOSTATHIS	<input type="checkbox"/> (TBD) <input type="checkbox"/>		
FAULCONER	<input type="checkbox"/> (Moreno) <input checked="" type="checkbox"/>	9:00 a.m.	12:10 p.m.
FLETCHER	<input checked="" type="checkbox"/> (Cox) <input type="checkbox"/>	9:00 a.m.	10:05 a.m.
FRANK	<input checked="" type="checkbox"/> (Mullin) <input type="checkbox"/>	9:00 a.m.	12:10 p.m.
GALVEZ	<input checked="" type="checkbox"/> (Diaz) <input type="checkbox"/>	9:00 a.m.	12:10 p.m.
GOMEZ	<input checked="" type="checkbox"/> (Campbell) <input type="checkbox"/>	9:00 a.m.	12:10 p.m.
HALL	<input checked="" type="checkbox"/> (McNelis) <input type="checkbox"/>	9:00 a.m.	12:10 p.m.
MCCLELLAN	<input checked="" type="checkbox"/> (Goble) <input type="checkbox"/>	9:00 a.m.	12:10 p.m.
MONTGOMERY	<input checked="" type="checkbox"/> (Bry) <input type="checkbox"/>	9:00 a.m.	12:10 p.m.
RIOS	<input checked="" type="checkbox"/> (Sotelo-Solis) <input type="checkbox"/>	9:00 a.m.	12:10 p.m.
SALAS	<input checked="" type="checkbox"/> (Diaz) <input type="checkbox"/>	9:08 a.m.	11:55 a.m.
SANDKE	<input checked="" type="checkbox"/> (Donovan) <input type="checkbox"/>	9:00 a.m.	12:10 p.m.
WARD	<input checked="" type="checkbox"/> (Kersey) <input type="checkbox"/>	9:00 a.m.	12:10 p.m.

SIGNED BY THE CLERK OF THE BOARD:

Julia Turner

CONFIRMED BY THE GENERAL COUNSEL:

[Signature]





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

## Agenda Item No. 6

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

June 13, 2019

#### SUBJECT:

TAXICAB CONTRACTS RENEWAL

#### RECOMMENDATION:

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

- 1) approve the "Tenth Amendment to Agreement for Administration of Taxicab and Other For-Hire Vehicle Regulations Between San Diego Metropolitan Transit System and City of San Diego" (in substantially the same format as in Attachment A); and
- 2) approve a five-year extension of existing agreements for Taxicab Administration with the cities of Chula Vista, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, and Santee (in substantially the same format as in Attachment B).

#### Budget Impact

None with this action.

#### DISCUSSION:

MTS first contracted to administer and regulate taxicabs and for-hire vehicles with the City of San Diego in 1988, the cities of El Cajon, Imperial Beach, Lemon Grove, and Santee in 1990, the City of Poway in 1991, the City of La Mesa in 1999, the City of National City in 2017, and City of Chula Vista in 2018. All of the cities' Taxicab Administration agreements are set to expire on June 30, 2019.

The respective Councils for the Cities of Chula Vista, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, and Santee have approved the agreement. The draft agreement with the City of San Diego is awaiting final approval and is scheduled for a second reading on June 4, 2019.



In the event that any of these city agreements are not finalized by July 1, 2019, MTS will continue to administer taxicabs on their behalf unless a city communicates its desire to immediately take over for-hire vehicle regulation. If any substantive changes to the draft agreements are requested by those cities, it will be presented to the Board at a subsequent meeting for its approval.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

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

Attachments:      A. Draft Tenth Amendment to Agreement for Administration of Taxicab and Other For-Hire Vehicle Regulations Between San Diego Metropolitan Transit System and City of San Diego.  
                          B. Agreement Amendments for Administration of Taxicab and Other For-Hire Vehicle Regulations Between San Diego Metropolitan Transit System and the Cities of Chula Vista, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, and Santee.

**TENTH AMENDMENT TO AGREEMENT FOR  
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS  
BETWEEN  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND  
CITY OF SAN DIEGO**

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THIS AGREEMENT is entered into by and between the City of San Diego, a municipal corporation, 202 C Street, San Diego, CA (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

**RECITALS**

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction and the County of San Diego;
- B. CITY is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC;
- C. Pursuant to a series of agreements beginning on July 1, 1988, City has contracted with MTS to regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight seeing vehicles, nonemergency medical vehicles, low speed vehicles (LSV), and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County" ("Ordinance No. 11");
- D. Ordinance No. 11 is based on San Diego Municipal Code, Chapter 7, Article 5, Divisions 1 through 6, "Paratransit Code", which provided for CITY regulation prior to 1988, and was repealed in 1989;
- E. Under this agreement, CITY continues to set the fundamental public policy pursuant to regulation of taxicabs and other for-hire vehicles and services through Council Policy 500-02, which, upon approval of the MTS Board, shall be incorporated into Ordinance No. 11;
- F. MTS does not desire to expand its regulatory role to include oversight of the taxicab permit holder and subcontractor (e.g., lease drivers) relationships;
- G. The current agreement between CITY and MTS for MTS regulation of taxicabs and other for-hire vehicles and services expires on June 30, 2019; and
- H. CITY and MTS desire to extend the agreement (MTS Doc. No. G0225.0-95 to G0225.9-95) through June 30, 2024.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

1. MTS will administer and enforce its taxicab and other for-hire vehicles Ordinance policies and regulations as in effect on July 1, 2019, and as thereafter from time to time amended by MTS, and thereby regulate such taxicab and other for-hire vehicles and transportation services rendered wholly within the CITY's corporate limits during the period of

July 1, 2019 through June 30, 2024, pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11. City or MTS may terminate this agreement with 12 months' notice.

2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Taxicab and Other For-Hire Vehicles Ordinance No. 11 policies, and regulations. PUC section 120266, subdivision (b) requires MTS to levy the fees necessary to recover the full cost of regulating vehicles and services under this agreement.

3. MTS will not alter a fundamental policy or regulation in accordance with Ordinance No. 11 without prior approval of the CITY. Any CITY-proposed change to Ordinance No. 11 shall similarly require the approval of the MTS Board. Proposed policy changes shall indicate the expected source of funding for their implementation and include an analysis of cost.

4. MTS shall not be required to be a party to contracts between holders of taxicab permits in the CITY and their subcontractors/lease drivers. In the event that the CITY determines that it is in the public's best interest to create a new forum for resolution of disputes between lease drivers and permit holders, the CITY may operate a dispute resolution center or create some other mechanism for processing these types of disputes. During the term of this agreement MTS shall not perform this function.

5. The CITY agrees to indemnify, defend and hold harmless MTS, its agents and officers from and against any liability that it may incur as a result of its administration and enforcement of Ordinance 11, regulations and policies thereunder, during the period of this Agreement.

6. The CITY and MTS may supplement this agreement by written amendment.

7. In full accordance of all other provisions in this agreement, items of policy that shall be investigated and addressed by the CITY and MTS through Ordinance 11 changes during the term of this agreement shall include: the setting of a maximum vehicle age and/or mileage; the requirement that permit holders issue copies of leases, contracts, and receipts to lessees, and maintain records of receipts for lease payments; and the appropriate process for permit transfers. Proposals on these subjects will be reviewed by the MTS Taxicab Advisory Committee and the CITY Public Safety and Livable Neighborhoods Committee and then forwarded to the MTS Board and, if applicable, the CITY Council, for approval.

IN WITNESS THEREOF, this tenth amendment to the agreement is executed by the CITY acting by and through its Mayor pursuant to Council Resolution No. \_\_\_\_\_, and by MTS acting through its Chief Executive Officer.

Dated this 1<sup>st</sup> day of July, 2019.

CITY OF SAN DIEGO

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

\_\_\_\_\_  
Kevin Faulconer  
Mayor

\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

WE HEREBY APPROVE the form of the foregoing Agreement.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Office of the General Counsel

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

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

Attest: \_\_\_\_\_

**FIRST AMENDMENT TO AGREEMENT FOR  
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS  
BETWEEN  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND  
CITY OF CHULA VISTA**

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THIS AGREEMENT is entered into by and between the City of Chula Vista, a municipal corporation, 276 4<sup>th</sup> Avenue, Chula Vista, CA (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

**RECITALS**

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction and the County of San Diego;
- B. CITY is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC;
- C. CITY regulated taxicab and other for-hire vehicles in accordance with the Chula Vista City Municipal Code, Chapter 5.54.010;
- D. CITY desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County";
- E. CITY and MTS entered into an agreement for the period of November 1, 2018 through June 30, 2019; and
- F. CITY and MTS now desire to enter into an agreement to extend the period from July 1, 2019 through June 30, 2024.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

1. MTS will administer and enforce its taxicab and other for-hire vehicles Ordinance policies and regulations as in effect on July 1, 2019, and as thereafter from time to time amended by MTS, and thereby regulate such taxicab and other for-hire vehicles and transportation services rendered wholly within the CITY's corporate limits during the period of July 1, 2019 through June 30, 2024, pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11.

2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Taxicab and Other For-Hire Vehicles Ordinance No. 11 policies, and regulations.

3. The CITY Manager and MTS Chief Executive Officer may supplement this

agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of taxicab and other for-hire vehicles regulation and to provide for reimbursable staff and legal support services.


4. This Agreement shall be effective upon execution by the City and MTS and shall continue until written notice of termination. This Agreement may be terminated at any time by either party upon 180 days' written notice to the other party.

IN WITNESS THEREOF, this first amendment to the agreement is executed by the CITY acting by and through its Mayor pursuant to Council Resolution No. ~~2019-057~~ and by MTS acting through its Chief Executive Officer.

Dated this 1<sup>st</sup> day of July, 2019.


CITY OF CHULA VISTA

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

  
\_\_\_\_\_  
Mary Casillas Salas  
Mayor

\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

WE HEREBY APPROVE the form of the foregoing Agreement.

  
\_\_\_\_\_  
Glenn Googins  
City Attorney

\_\_\_\_\_  
Office of the General Counsel

Date: 4-10-2019

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

Attest:   
\_\_\_\_\_  
Kerry K. Bigelow, MMC  
City Clerk

**SEVENTH AMENDMENT TO AGREEMENT FOR  
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS  
BETWEEN  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND  
CITY OF EL CAJON**

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THIS AGREEMENT is entered into by and between the City of El Cajon, a charter city and municipal corporation, 200 Civic Center Way, El Cajon, CA (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

**RECITALS**

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction and with the County of San Diego;
- B. CITY is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC;
- C. CITY regulated taxicab and other for-hire vehicles in accordance with the El Cajon Municipal Code, Chapter 5.68;
- D. CITY desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County";
- E. CITY and MTS entered into an agreement for the period of July 1, 1990, through June 30, 1995; a first amendment to that agreement for the period of July 1, 1995, through June 30, 1998; a second amendment to that agreement for the period of July 1, 1998, through June 30, 2003; a third amendment to that agreement for the period of July 1, 2003, through June 30, 2008; a fourth amendment to that agreement for the period of July 1, 2008, through June 30, 2013; a fifth amendment to that agreement for the period of July 1, 2013, through June 30, 2014; a sixth amendment to that agreement for the period of July 1, 2014 through June 30, 2019; and
- F. CITY and MTS now desire to enter into an agreement to extend the period from July 1, 2019 through June 30, 2024.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

1. MTS will administer and enforce its taxicab and other for-hire vehicles Ordinance policies and regulations as in effect on July 1, 2019, and as thereafter from time to time amended by MTS, and thereby regulate such taxicab and other for-hire vehicles and transportation services rendered wholly within the CITY's corporate limits during the period of July 1, 2019 through June 30, 2024, pursuant to PUC section 120266 and in accordance with MTS Ordinance No. 11.



2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Taxicab and Other For-Hire Vehicles Ordinance No. 11 policies, and regulations.

3. The CITY's City Manager and MTS Chief Executive Officer may supplement this agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of taxicab and other for-hire vehicles regulation and to provide for reimbursable staff and legal support services.


4. This Agreement shall be effective upon execution by the CITY and MTS and shall continue until written notice of termination. This Agreement may be terminated at any time by either party upon 180 days' written notice to the other party.

IN WITNESS THEREOF, this seventh amendment to the agreement is executed by the CITY, acting by and through its City Manager pursuant to Council Resolution No. 037-19, and by MTS acting through its Chief Executive Officer.

Dated this 1<sup>st</sup> day of July, 2019.

CITY OF EL CAJON

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

  
\_\_\_\_\_  
Graham Mitchell  
City Manager

\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

WE HEREBY APPROVE the form of the foregoing Agreement.

  
\_\_\_\_\_  
Morgan L. Foley  
City Attorney

\_\_\_\_\_  
Office of the General Counsel

Date: 4/24/2019

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

Attest:   
\_\_\_\_\_  
Angela Cortez, CMC, City Clerk

RESOLUTION NO. 037-19

RESOLUTION APPROVING SEVENTH AMENDMENT TO  
AGREEMENT FOR ADMINISTRATION OF TAXICAB AND OTHER  
FOR-HIRE VEHICLE REGULATIONS BETWEEN THE  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND THE CITY OF EL CAJON

WHEREAS, the San Diego Metropolitan Transit System ("MTS"), formerly known as the San Diego Metropolitan Transit Development Board ("MTDB"), is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code ("PUC") to enter into contracts to regulate transportation services within a city in its area of jurisdiction; and

WHEREAS, the City Council, by Resolution No. 307-90 adopted on July 24, 1990, entered into an agreement with MTDB (the "Agreement") for such services within the City of El Cajon (the "City") for the period of July 1, 1990 through June 30, 1995; and

WHEREAS, the City Council, by Resolution No. 111-95 adopted on April 25, 1995, entered into a first amendment to the Agreement, extending the period of said Agreement through June 30, 1998; and

WHEREAS, the City Council, by Resolution No. 201-97 adopted on December 23, 1997, entered into a second amendment to the Agreement, extending the period of said Agreement through June 30, 2003; and

WHEREAS, the City Council, by Resolution No. 83-03 adopted on May 13, 2013, entered into a third amendment to the Agreement, extending the period of said Agreement through June 30, 2008; and

WHEREAS, the City Council, on February 26, 2008, voted to enter into a fourth amendment to the Agreement, extending the period of said Agreement through June 30, 2013; and

WHEREAS, on June 11, 2013, the City entered into a fifth amendment to the Agreement, extending the period of said Agreement through June 30, 2014; and

WHEREAS, the City Council, by Resolution No. 095-14, adopted on September 9, 2014, entered into a sixth amendment to the Agreement, extending the period of said Agreement through June 30, 2019; and

WHEREAS, City and MTS now desire to enter into a seventh amendment to the Agreement to extend the period of said Agreement through June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

Section 1. The above recitals are true and correct, and are the findings of the City Council.

Section 2. The City Council of the City of El Cajon hereby approves the Seventh Amendment to Agreement for Administration of Taxicab and Other For-Hire Vehicle Regulations between San Diego Metropolitan Transit System and City of El Cajon, to extend the Agreement for the period of July 1, 2019 through June 30, 2024, substantially in the form as presented to the City Council at this meeting, with such changes as may be approved by the City Manager.

Section 3. The City Manager, or his designee, is hereby authorized and directed to execute said Seventh Amendment, and any amendments thereto approved by the City Manager, on behalf of the City of El Cajon.

PASSED AND ADOPTED by the City Council of the City of El Cajon, California at an Adjourned Regular Joint City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Meeting held this 23<sup>rd</sup> day of April 2019, by the following vote to wit:

AYES	:	Goble, Kendrick, McClellan, Wells
NOES	:	None
ABSENT	:	None
DISQUALIFY:	:	None

BILL WELLS  
Mayor of the City of El Cajon

ATTEST:

ANGELA L. CORTEZ, CMC  
City Clerk

I hereby certify that the above and foregoing is a full and true copy of Resolution No. 037-19 of the Resolutions of the City of El Cajon, California, as adopted by the City Council at the Adjourned Regular Joint Meeting of the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency on the 26<sup>th</sup> day of February 2019.

  
\_\_\_\_\_  
Angela L. Cortez, CMC, City Clerk

**SEVENTH AMENDMENT TO AGREEMENT FOR  
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS  
BETWEEN  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND  
CITY OF IMPERIAL BEACH**

---

THIS AGREEMENT is entered into by and between the City of Imperial Beach, a municipal corporation, 825 Imperial Beach Boulevard, Imperial Beach, CA (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

**RECITALS**

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction and with the County of San Diego;
- B. CITY is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC;
- C. CITY regulated taxicab and other for-hire vehicles in accordance with the Imperial Beach Municipal Code, Chapter 4.44;
- D. CITY desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County";
- E. CITY and MTS entered into an agreement for the period of July 1, 1990, through June 30, 1995; a first amendment to that agreement for the period of July 1, 1995, through June 30, 1998; a second amendment to that agreement for the period of July 1, 1998, through June 30, 2003; a third amendment to that agreement for the period of July 1, 2003, through June 30, 2008; a fourth amendment to that agreement for the period of July 1, 2008, through June 30, 2013; a fifth amendment to that agreement for the period of July 1, 2013 through June 30, 2014; and a sixth amendment to that agreement for the period of July 1, 2014 through June 30, 2019; and
- A. CITY and MTS now desire to enter into an agreement to extend the period from July 1, 2019 through June 30, 2024.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

1. MTS will administer and enforce its taxicab and other for-hire vehicles Ordinance policies and regulations as in effect on July 1, 2019, and as thereafter from time to time amended by MTS, and thereby regulate such taxicab and other for-hire vehicles and transportation services rendered wholly within the CITY's corporate limits during the period of

July 1, 2019 through June 30, 2024, pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11.

2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Taxicab and Other For-Hire Vehicles Ordinance No. 11 policies, and regulations.

3. The CITY Manager and MTS Chief Executive Officer may supplement this agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of taxicab and other for-hire vehicles regulation and to provide for reimbursable staff and legal support services.

4. This Agreement shall be effective upon execution by the City and MTS and shall continue until written notice of termination. This Agreement may be terminated at any time by either party upon 180 days' written notice to the other party.

IN WITNESS THEREOF, this seventh amendment to the agreement is executed by the CITY acting by and through its City Manager pursuant to Council Resolution No. \_\_\_\_\_, and by MTS acting through its Chief Executive Officer.

Dated this 1<sup>st</sup> day of July, 2019.

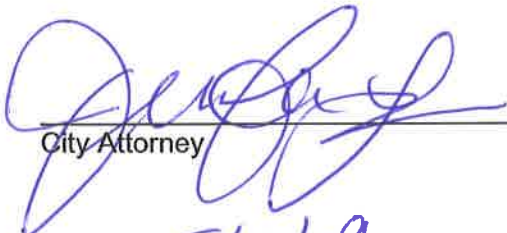
CITY OF IMPERIAL BEACH

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

WE HEREBY APPROVE the form of the foregoing Agreement.

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Office of the General Counsel

Date: 5/8/19

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

Attest: \_\_\_\_\_

**RESOLUTION NO. 2019-8036**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING A SEVENTH AMENDMENT TO AN AGREEMENT FOR ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLES REGULATIONS BETWEEN SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) AND THE CITY OF IMPERIAL BEACH AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

**WHEREAS**, MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction; and

**WHEREAS**, the City of Imperial Beach is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC; and

**WHEREAS**, the City of Imperial Beach regulated taxicab and other for-hire vehicles in accordance with the Imperial Beach Municipal Code, Chapter 4.44; and

**WHEREAS**, the City of Imperial Beach desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services with the City"; and

**WHEREAS**, the City of Imperial Beach and MTS entered into an agreement for the period of July 1, 1990, through June 30, 1995; a first amendment to that agreement for the period of July 1, 1995, through June 30, 1998; a second amendment to that agreement for the period of July 1, 1998, through June 30, 2003; a third amendment to that agreement for the period of July 1, 2003, through June 30, 2008; a fourth amendment to that agreement for the period of July 1, 2008, through June 30, 2013; a fifth amendment to that agreement for the period of July 1, 2013 through June 30, 2014; and a sixth amendment to that agreement for the period of July 1, 2014 through June 30, 2019.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Imperial Beach as follows:

1. The above recitals are true and correct.
2. Approve a seventh amendment to an agreement for administration of taxicab and other for-hire vehicle regulations between San Diego Metropolitan Transit System (MTS) and the City of Imperial Beach for the period of July 1, 2019 through June 30, 2024.
3. Authorize the City Manager to execute the agreement.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 1<sup>st</sup> day of May 2019, by the following vote:

**AYES: COUNCILMEMBERS: WEST, SPRIGGS, AGUIRRE, DEDINA**  
**NOES: COUNCILMEMBERS: NONE**  
**ABSENT: COUNCILMEMBERS: PATTON**

ATTEST:

  
\_\_\_\_\_  
SUNEM CARBALLO, CMC  
DEPUTY CITY CLERK

  
\_\_\_\_\_  
SERGE DEDINA, MAYOR

**FIFTH AMENDMENT TO AGREEMENT FOR  
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS  
BETWEEN  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND  
CITY OF LA MESA**

---

THIS AGREEMENT is entered into by and between the City of La Mesa, a municipal corporation, 8130 Allison Avenue, La Mesa, CA (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

**RECITALS**

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction and with the County of San Diego;
- B. CITY is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC;
- C. CITY regulated taxicab and other for-hire vehicles in accordance with the La Mesa Municipal Code, Sections 6.24.030, 6.24.080, and 6.24.110;
- D. CITY desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County";
- E. CITY and MTS entered into an agreement for the period of July 1, 1999, through June 30, 2003; a first amendment to that agreement for the period of July 1, 2003, through June 30, 2008; a second amendment to that agreement for the period of July 1, 2008, through June 30, 2013; a third amendment to that agreement for the period of July 1, 2013, through June 30, 2014; a fourth amendment to that agreement for the period of July 1, 2014 through June 30, 2019; and
- F. CITY and MTS now desire to enter into an agreement to extend the period from July 1, 2019 through June 30, 2024.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

- 1. MTS will administer and enforce its taxicab and other for-hire vehicles Ordinance policies and regulations as in effect on July 1, 2019, and as thereafter from time to time amended by MTS, and thereby regulate such taxicab and other for-hire vehicles and transportation services rendered wholly within the CITY's corporate limits during the period of July 1, 2019 through June 30, 2024, pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11.



2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Taxicab and Other For-Hire Vehicles Ordinance No. 11 policies, and regulations.

3. The CITY Manager and MTS Chief Executive Officer may supplement this agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of taxicab and other for-hire vehicles regulation and to provide for reimbursable staff and legal support services.

4. This Agreement shall be effective upon execution by the City and MTS and shall continue until written notice of termination. This Agreement may be terminated at any time by either party upon 180 days' written notice to the other party.

IN WITNESS THEREOF, this fifth amendment to the agreement is executed by the CITY acting by and through its City Manager pursuant to Council Resolution No. 2019-017, and by MTS acting through its Chief Executive Officer.

Dated this 1<sup>st</sup> day of July, 2019.

CITY OF LA MESA

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

WE HEREBY APPROVE the form of the foregoing Agreement.

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Office of the General Counsel

Date: 2/15/19

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

Attest: 

RESOLUTION NO. 2019-017

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA  
AUTHORIZING THE EXECUTION OF A FIFTH AMENDMENT TO AN  
AGREEMENT BETWEEN THE CITY OF LA MESA AND SAN DIEGO  
METROPOLITAN TRANSIT SYSTEM (MTS) FOR ADMINISTRATION OF  
TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS

WHEREAS, the San Diego Metropolitan Transit System (MTS) is authorized to enter into contacts to regulate transportation services in the City of La Mesa;

WHEREAS, the City of La Mesa desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11 "An Ordinance Providing for the Licensing and Regulation of Transportation Services Within the City";

WHEREAS, the City and MTS have previously agreed to this arrangement in 1999, 2003, 2008, 2013, and 2014; and

WHEREAS, the City and MTS now desire to extend this agreement from July 1, 2019 to June 30, 2024.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, by the City Council of the City of La Mesa, that the City Manager is hereby authorized to execute the fifth amendment to the agreement between the City of La Mesa and the San Diego Metropolitan Transit System (MTS) for the administration of taxicab and other for-hire vehicle regulations.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 12th day of March 2019, by the following vote, to wit:

AYES: Councilmembers Alessio, Baber, Parent, Weber and Mayor Arapostathis

NOES: None

ABSENT: None

CERTIFICATE OF CITY CLERK

I, MEGAN WIEGELMAN, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2019-017, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.



MEGAN WIEGELMAN, CMC, City Clerk

(SEAL OF CITY)

**EIGHTH AMENDMENT TO AGREEMENT FOR  
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS  
BETWEEN  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND  
CITY OF LEMON GROVE**

---

THIS AGREEMENT is entered into by and between the City of Lemon Grove, a municipal corporation, 3232 Main Street, Lemon Grove, CA (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

**RECITALS**

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction and with the County of San Diego;
- B. CITY is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC;
- C. CITY regulated taxicab and other for-hire vehicles in accordance with the Lemon Grove Municipal Code, Chapter 5.64;
- D. CITY desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County";
- E. CITY and MTS entered into an agreement for the period of July 1, 1990, through June 30, 1991; a first amendment to that agreement, correcting Section 1 to reflect the intention that the period was from July 1, 1990, through June 30, 1995; a second amendment to that agreement for the period of July 1, 1995, through June 30, 1998; a third amendment to that agreement for the period of July 1, 1998, through June 30, 2003; a fourth amendment to that agreement for the period of July 1, 2003, through June 30, 2008; a fifth amendment to that agreement for the period of July 1, 2008, through June 30, 2013; a sixth amendment to that agreement for the period of July 1, 2013 through June 30, 2014; a seventh amendment to that agreement for the period of July 1, 2014 through June 30, 2019; and
- A. CITY and MTS now desire to enter into an agreement to extend the period from July 1, 2019 through June 30, 2024.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

- 1. MTS will administer and enforce its taxicab and other for-hire vehicles Ordinance policies and regulations as in effect on July 1, 2019, and as thereafter from time to time amended by MTS, and thereby regulate such taxicab and other for-hire vehicles and

transportation services rendered wholly within the CITY's corporate limits during the period of July 1, 2019 through June 30, 2024, pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11.

2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Taxicab and Other For-Hire Vehicles Ordinance No. 11 policies, and regulations.

3. The CITY Manager and MTS Chief Executive Officer may supplement this agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of taxicab and other for-hire vehicles regulation and to provide for reimbursable staff and legal support services.

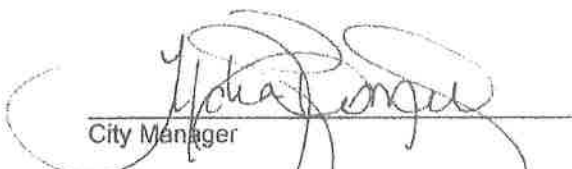
4. This Agreement shall be effective upon execution by the City and MTS and shall continue until written notice of termination. This Agreement may be terminated at any time by either party upon 180 days' written notice to the other party.

IN WITNESS THEREOF, this eighth amendment to the agreement is executed by the CITY acting by and through its City Manager pursuant to Council Resolution No. ~~2014-34~~ and by MTS acting through its Chief Executive Officer.   
 2019-3052

Dated this 1<sup>st</sup> day of July, 2019.

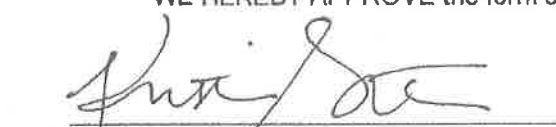
CITY OF LEMON GROVE

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

WE HEREBY APPROVE the form of the foregoing Agreement.

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Office of the General Counsel

Date: May 9, 2019

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

Attest: \_\_\_\_\_

**FIRST AMENDMENT TO AGREEMENT FOR  
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS  
BETWEEN  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND  
CITY OF NATIONAL CITY**

---

THIS AGREEMENT is entered into by and between the City of National City, a municipal corporation, 1243 National City Boulevard, National City, CA (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

**RECITALS**

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction and with the County of San Diego;
- B. CITY is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC;
- C. CITY regulated taxicab and other for-hire vehicles in accordance with the National City Municipal Code, Chapter 11.70;
- D. CITY desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County";
- E. CITY and MTS entered into an agreement for the period of March 21, 2017 through June 30, 2019; and
- F. CITY and MTS now desire to enter into an agreement to extend the period from July 1, 2019 through June 30, 2024.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

1. MTS will administer and enforce its taxicab and other for-hire vehicles Ordinance policies and regulations as in effect on July 1, 2019, and as thereafter from time to time amended by MTS, and thereby regulate such taxicab and other for-hire vehicles and transportation services rendered wholly within the CITY's corporate limits during the period of July 1, 2019 through July 31, 2024, pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11.

2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Taxicab and Other For-Hire Vehicles Ordinance No. 11 policies, and regulations.

3. The CITY Manager and MTS Chief Executive Officer may supplement this agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of taxicab and other for-hire vehicles regulation and to provide for reimbursable staff and legal support services.

4. This Agreement shall be effective upon execution by the City and MTS and shall continue until written notice of termination. This Agreement may be terminated at any time by either party upon 180 days' written notice to the other party.

IN WITNESS THEREOF, this first amendment to the agreement is executed by the CITY acting by and through its City Manager pursuant to Council Resolution No. 2019-69, and by MTS acting through its Chief Executive Officer.

Dated this 1<sup>st</sup> day of July, 2019

CITY OF NATIONAL CITY

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

  
Acting City Manager  
Stephen Manganiello

\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

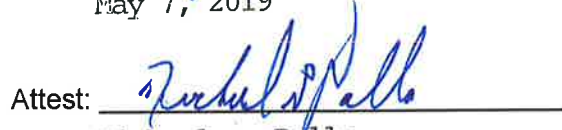
WE HEREBY APPROVE the form of the foregoing Agreement.

  
Angil Morris-Jones  
City Attorney

\_\_\_\_\_  
Office of the General Counsel

Date: May 7, 2019  
May 7, 2019

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

Attest:   
Michael R. Dalla  
City Clerk

RESOLUTION NO. 2019 – 69

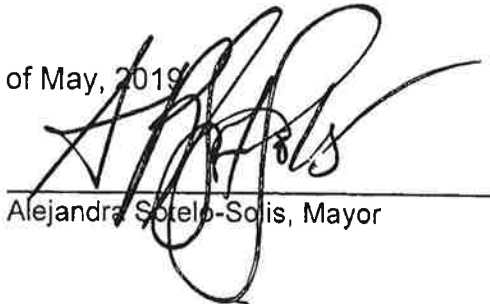
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SAN  
DIEGO METROPOLITAN TRANSIT SYSTEM TO LICENSE AND REGULATE FOR-  
HIRE VEHICLES OPERATING IN THE CITY OF NATIONAL CITY AT NO COST TO  
THE CITY

WHEREAS, on March 21, 2017, the City Council of the City of National City approved an agreement with San Diego Metropolitan Transit System ("MTS") to license and regulate for-hire vehicles operating in the City of National City (the "City") through June 30, 2019; and

WHEREAS, staff requests approval of a new agreement with MTS to continue to license and regulate for-hire vehicles operating in the City from July 1, 2019 through June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Mayor to execute an agreement with San Diego Metropolitan Transit System ("MTS") to license and regulate for-hire vehicles operating in the City of National City from July 1, 2019 through June 30, 2024.


PASSED and ADOPTED this 7th day of May, 2019.

  
Alejandra Sotelo-Solis, Mayor

ATTEST:

  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

  
Angil P. Morris-Jones  
City Attorney

Passed and adopted by the Council of the City of National City, California, on May 7, 2019 by the following vote, to-wit:

Ayes: Councilmembers Cano, Morrison, Quintero, Rios, Sotelo-Solis.

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY: ALEJANDRA SOTELO-SOLIS  
Mayor of the City of National City, California

MICHAEL R. DALLA  
City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2019-69 of the City of National City, California, passed and adopted by the Council of said City on May 7, 2019.

\_\_\_\_\_  
City Clerk of the City of National City, California



By: *Clay Newell*  
Deputy



**SEVENTH AMENDMENT TO AGREEMENT FOR  
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS  
BETWEEN  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND  
CITY OF POWAY**

---

THIS AGREEMENT is entered into by and between the City of Poway, a municipal corporation, 13325 Civic Center Drive, Poway, CA (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

**RECITALS**

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction and with the County of San Diego;
- B. CITY is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC;
- C. CITY regulated taxicab and other for-hire vehicles in accordance with the Poway Municipal Code, Chapter 5.20;
- D. CITY desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County";
- E. CITY and MTS entered into an agreement for the period of July 1, 1991, through June 30, 1995; a first amendment to that agreement for the period of July 1, 1995, through June 30, 1998; a second amendment to that agreement for the period of July 1, 1998, through June 30, 2003; a third amendment to that agreement for the period of July 1, 2003, through June 30, 2008; a fourth amendment to that agreement for the period of July 1, 2008, through June 30, 2013; a fifth amendment to that agreement for the period of July 1, 2013, through June 30, 2014; a sixth amendment to that agreement for the period of July 1, 2014 through June 30, 2019; and
- A. CITY and MTS now desire to enter into an agreement to extend the period from July 1, 2019 through June 30, 2024.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

1. MTS will administer and enforce its taxicab and other for-hire vehicles Ordinance, policies, and regulations as in effect on July 1, 2019, and as thereafter from time to time amended by MTS, and thereby regulate such taxicab and other for-hire vehicles and transportation services rendered wholly within the CITY's corporate limits during the period of

July 1, 2019 through June 30, 2024, pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11.

2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Taxicab and Other For-Hire Vehicles Ordinance No. 11 policies, and regulations.

3. The CITY Manager and MTS Chief Executive Officer may supplement this agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of taxicab and other for-hire vehicles regulation and to provide for reimbursable staff and legal support services.

4. This Agreement shall be effective upon execution by the City and MTS and shall continue until the expiration date of June 30, 2024. This Agreement may be terminated at any time by either party upon 180 days' written notice to the other party.

IN WITNESS THEREOF, this seventh amendment to the agreement is executed by the CITY acting by and through its City Manager, and by MTS acting through its Chief Executive Officer.

Dated this 1<sup>st</sup> day of July, 2019.

CITY OF POWAY

SAN DIEGO METROPOLITAN TRANSIT SYSTEM



Tina M. White  
City Manager

Paul C. Jablonski  
Chief Executive Officer

WE HEREBY APPROVE the form of the foregoing Agreement.



City Attorney

Office of the General Counsel

Date: 3/14/19

Date:

**SEVENTH AMENDMENT TO AGREEMENT FOR  
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS  
BETWEEN  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND  
CITY OF SANTEE**

---

THIS AGREEMENT is entered into by and between the City of Santee, a municipal corporation, 10601 Magnolia, Santee, CA (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

**RECITALS**

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction and with the County of San Diego;
- B. CITY is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC;
- C. CITY regulated taxicab and other for-hire vehicles in accordance with the Santee Municipal Code, Sections 12.301 through 21.322;
- D. CITY desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County";
- E. CITY and MTS entered into an agreement for the period of July 1, 1990, through June 30, 1995; a first amendment to that agreement for the period of July 1, 1995, through June 30, 1998; a second amendment to that agreement for the period of July 1, 1998, through June 30, 2003; a third amendment to that agreement for the period of July 1, 2003, through June 30, 2008; a fourth amendment to that agreement for the period of July 1, 2008, through June 30, 2013; a fifth amendment to that agreement for the period of July 1, 2013, through June 30, 2014; a sixth amendment to that agreement for the period of July 1, 2014 through June 30, 2019;
- A. CITY and MTS now desire to enter into an agreement to extend the period from July 1, 2019 through June 30, 2024.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

- 1. MTS will administer and enforce its taxicab and other for-hire vehicles Ordinance policies and regulations as in effect on July 1, 2019, and as thereafter from time to time amended by MTS, and thereby regulate such taxicab and other for-hire vehicles and transportation services rendered wholly within the CITY's corporate limits during the period of

July 1, 2019 through June 30, 2024, pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11.

2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Taxicab and Other For-Hire Vehicles Ordinance No. 11 policies, and regulations.

3. The CITY Manager and MTS Chief Executive Officer may supplement this agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of taxicab and other for-hire vehicles regulation and to provide for reimbursable staff and legal support services.

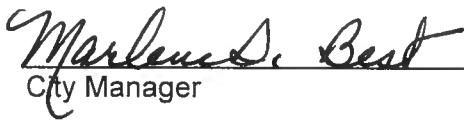
4. This Agreement shall be effective upon execution by the City and MTS and shall continue until written notice of termination. This Agreement may be terminated at any time by either party upon 180 days' written notice to the other party.

IN WITNESS THEREOF, this seventh amendment to the agreement is executed by the CITY acting by and through its City Manager pursuant to Council Resolution No. 026-2019, and by MTS acting through its Chief Executive Officer.

Dated this 1<sup>st</sup> day of July, 2019.


CITY OF SANTEE

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

WE HEREBY APPROVE the form of the foregoing Agreement.

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Office of the General Counsel

Date: 4/29/19  
\_\_\_\_\_

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

Attest: \_\_\_\_\_

**RESOLUTION NO. 026-2019**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
AUTHORIZING THE SEVENTH AMENDMENT TO THE AGREEMENT BETWEEN THE  
METROPOLITAN TRANSIT SYSTEM (MTS) AND THE CITY OF SANTEE FOR  
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS  
(PARATRANSIT REGULATIONS)**

**WHEREAS**, Public Utilities Code Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC) authorizes the San Diego Metropolitan Transit System (MTS) to enter into contracts to regulate transportation services within a city in its area of jurisdiction; and

**WHEREAS**, the City of Santee ("City") is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC; and

**WHEREAS**, MTS has adopted Ordinance No. 11, "An Ordinance Providing For the Licensing and Regulating of Transportation Services within the City", and Implementing Policies and Regulations for the administration of paratransit regulations; and

**WHEREAS**, adoption of an agreement in accordance with MTS Ordinance 11 provides for the implementation of consistent policies and regulations pertaining to paratransit vehicle and services throughout the San Diego County region; and

**WHEREAS**, the City and MTS entered into an Agreement for Administration of Paratransit Regulations for the period of July 1, 1990, through June 30, 1995 ("Agreement"), and the Agreement has been amended six times to extend the term, which is currently set to expire on June 30, 2019; and

**WHEREAS**, the City desires to amend the Agreement allowing MTS to continue to exercise its paratransit regulatory authority through June 30, 2024.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Santee, California, hereby approves the Seventh Amendment to the Agreement for Administration of Taxicab and other For-Hire Vehicles Regulations (Paratransit Regulations) for the period July 1, 2019 through June 30, 2024.

**BE IT FURTHER RESOLVED**, that the City Manager is hereby authorized to execute the Agreement on behalf of the City of Santee.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 24<sup>th</sup> day of April, 2019, by the following roll call vote to wit:


**AYES:** HALL, HOULAHAN, KOVAL, MCNELIS

**NOES:** NONE

**ABSENT:** MINTO

**APPROVED:**  
  
STEPHEN HOULAHAN, VICE MAYOR

**ATTEST:**

  
ANNETTE ORTIZ, MBA, CMC, CITY CLERK



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

## Agenda Item No. 7

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

June 13, 2019

#### SUBJECT:

PROPOSED REVISIONS TO POLICY NO. 22, "RULES OF PROCEDURE FOR THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) BOARD OF DIRECTORS"

#### RECOMMENDATION:

That the Board of Directors approve the proposed revisions to MTS Policy No. 22, "Rules of Procedure for the San Diego Metropolitan Transit System (MTS) Board of Directors" related to the Audit Oversight Committee (Section 22.9).

#### Budget Impact

None.

#### DISCUSSION:

These minor revisions pertain to section 22.9 of Board Policy 22, which delineates the structure, role, and procedures of the Audit Oversight Committee (AOC).

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

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

Attachment: A. MTS Board Policy No. 22

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

Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. 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.





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San Diego, CA 92101-7490  
(619) 231-1466 • FAX (619) 234-3407

## Policies and Procedures

No. 22

Board Approval: 11/9/176/13/19

### SUBJECT:

RULES OF PROCEDURE FOR THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) BOARD OF DIRECTORS

### PURPOSE:

To define and clarify Board Rules of Procedure and incorporate them in Board Policy.

### BACKGROUND:

In 1977, the Board adopted Rules of Procedure by resolution and from time to time amendments have been adopted. The Rules shall be contained in Board Policy for ease of reference and periodic updating. The Board is established and governed by the Mills-Deddeh Transit Development Act, set forth in the Sections 120000 through 120702 of the California Public Utilities Code ("MTS Enabling Legislation"). Section 120101 requires to the Board to "establish rules for its proceedings." In the event the rules of procedure set forth herein conflict with the MTS Enabling Legislation, or other applicable law, the applicable law shall supersede these rules.

#### 22.1 Membership and Organization

22.1.1 Membership in this Board is established by Sections 120050 through 120051.6 of the MTS Enabling Legislation.

22.1.2 The Board consists of 15 members selected as follows:

- a. One member of the County of San Diego Board of Supervisors appointed by the Board of Supervisors.
- b. Four members of the City Council of the City of San Diego, one of whom shall be the mayor, appointed by the City Council.
- c. One member of each city council appointed individually by the City Councils of the Cities of Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, and Santee.

- d. Two members of the City Council of the City of Chula Vista, one of whom shall be the mayor, appointed by the City Council.
- e. The chairperson of the board shall be selected from the board membership by a two-thirds vote of the board, a quorum being present. The chairperson shall serve for a term of two years, except that he or she is subject to removal at any time by a two-thirds vote of the board, a quorum being present.

22.1.3 [RESERVED]

22.1.4 Alternate members of the Board shall be appointed as follows:

- a. The County of San Diego Board of Supervisors shall appoint as its alternate member a county supervisor not already appointed as the primary board member under Section 22.1.2(a), who represents one of the two supervisorial districts within MTS's jurisdiction with the greatest percentage of its area within the incorporated area of the County of San Diego.
- b. The City Councils of the Cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego and Santee shall each individually appoint a member of their respective city councils not already appointed as a primary board member to serve as an alternate member for each member of the city on the board.
- c. At its discretion, a city council or the county board of supervisors may appoint a second alternate member to serve on the board in the event that neither a member nor the alternate member is able to attend a meeting of the board.

22.1.5 This Board shall exercise all powers authorized by the laws of the State of California.

22.1.6 Only the duly selected official representative, or in his or her absence his or her duly selected alternate, shall be entitled to represent a member agency in the deliberations of the Board.

22.1.7 Names of the official representatives and alternates shall be communicated in writing to the Board by each participating member agency and shall thereafter be annually communicated or reaffirmed prior to the February meeting of the Board and at such other times as changes in representation are made by member agencies.



- 22.1.8 The Board shall have the authority to appoint committees or subcommittees and may provide for the appointment of alternates to these committees or subcommittees.
- 22.1.9 Standing committees shall be appointed by the Board as may be required to carry out general and continuing functions and shall be abolished only upon specific action by the Board.
- 22.1.10 Ad hoc specialized subcommittees may be appointed by the Board as the need arises to accomplish specific tasks. Upon completion of its assignment, each ad hoc subcommittee shall disband.
- 22.1.11 Board members serving on such subcommittees shall be compensated as provided by Board ordinance. The Chief Executive Officer is authorized to enter into agreements to compensate individuals who were Board members at the time of their appointments to such subcommittees and who continue to serve on such subcommittees after their terms of office as Board members, subject to the same limitations as exist for compensation of Board members, and subject to replacement by the Board.

22.2 Meetings

- 22.2.1 On or before the first regular meeting of the Board in December of each year, the Board shall adopt a schedule of its meetings by date, time, and location for the coming year. The schedule of the meetings shall be published in the local newspaper of general circulation prior to the next regular meeting. The schedule of meetings shall also be published on the MTS website and posted at the MTS Executive Offices.
- 22.2.2 The Board may, when necessary, change the time and place of regular meetings. Notice of such change shall be posted pursuant to the Ralph M. Brown Act.
- 22.2.3 The Clerk of the Board shall forward written notice of the annual schedule of regular meetings and any changes thereto stating the dates, times, and locations to each member's agency and to the respective members and alternates of the Board and the standing committees.
- 22.2.4 Special meetings may be called and noticed under the provisions of the Ralph M. Brown Act as applicable and, specifically, Section 54956 of the California Government Code. The call and notice shall be posted in an area accessible to the public at least 24 hours prior to the meeting.

Special meetings normally shall be called by a majority of the Board or Executive Committee only upon a finding that

extraordinary circumstances require Board action prior to the next scheduled Board meeting, such as to discuss a work stoppage or significant litigation, or that a special meeting is necessary to hold a workshop, a joint meeting with another agency, or for other special purposes at a future date beyond the next Board meeting. The Chair may call such meetings only when such extraordinary circumstances arise after the last Board or Executive Committee meeting and Board action is required prior to the next regularly scheduled Board or Executive Committee meeting.

- 22.2.5 A majority of the members of the Board shall constitute a quorum for the transaction of business, and all official acts of the Board shall require the affirmative vote of a majority of the members of the Board present.
  - a. After a vote of the members is taken, a weighted vote may be called by the members of any two jurisdictions in accordance with Section 120102.5 of the MTS Enabling Legislation and MTS Board Policy No. 27 (Weighted Vote).
- 22.2.6 Parliamentary procedure at all meetings shall be governed by Robert's Rules of Order Newly Revised except as otherwise modified herein.
- 22.2.7 Prior to each regular meeting, the Clerk of the Board shall forward a copy of the agenda to each member in accordance with the schedule adopted by the Board. The agendas shall also be mailed to each person or entity previously requesting such in writing. The Clerk shall post the agenda in an area accessible to the public at least 72 hours before the meeting in accordance with the Ralph M. Brown Act. Agenda materials shall be available as public record in accordance with the Ralph M. Brown Act and, specifically, Section 54957.5 of the California Government Code.
- 22.2.8 The Board may take action on items of business not appearing on the posted agenda in accordance with the Ralph M. Brown Act.
- 22.2.9 Requests for Board action may be initiated by any member of the Board or any staff officer.
- 22.2.10 Communication requests may be initiated by an individual and submitted to the Clerk by letter or on forms provided by the Clerk and must state the subject matter and the action which the writer wishes the Board to take. The Clerk shall review all communication requests so received and shall list them on the Board's docket under those items which the Clerk deems to be proper areas of discussion or action by the Board. When a Communications item is listed on the docket, it is not debatable and must be referred to an appropriate committee, other public agency, or to staff to prepare a report or response.

22.2.11 Any permanent rule of the Board as set forth herein and unless otherwise established by law may be suspended temporarily by a two-thirds vote of the members present.

22.3 Amendments

22.3.1 The Board shall be responsible for making all amendments to these rules.

22.3.2 Proposed amendments may be originated by the Board, or any member of such, or by the Chief Executive Officer.

22.3.3 Each proposed amendment shall be considered by the Board and a copy thereof forwarded by the Clerk of the Board to the official representative of each member agency.

22.4 Ordinances

22.4.1 Every ordinance shall be signed by the Chairperson of the Board and attested by the Clerk of the Board.

22.4.2 On the passage of all ordinances, the votes of the several members of the Board shall be entered on the minutes.

22.4.3 Ordinances shall not be passed at other than a regular meeting or at an adjourned regular meeting. However, an urgency ordinance may be passed at a special meeting. Except when, after reading the title, further reading is waived by regular motion adopted by unanimous vote of the Board members present, all ordinances shall be read in full either at the time of introduction or passage. When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a regular or at an adjourned regular meeting held at least five days after alteration. Corrections of typographical or clerical errors are not alterations within the meaning of this section.

22.4.4 Consistent with Section 120109 of the MTS Enabling Legislation, the Clerk of the Board shall cause a proposed ordinance or proposed amendment to an ordinance, and any ordinance adopted by the Board, to be published at least once, in a newspaper of general circulation published and circulated in the Board's area of jurisdiction.

22.4.5 The publication of an ordinance, as required by subdivision 22.4.4, may be satisfied by either of the following actions:

- a. The Board may publish a summary of a proposed ordinance or proposed amendment to an ordinance. The summary shall be prepared by the Clerk of the Board and General Counsel. The summary shall be published and a certified copy of the full text of the proposed ordinance or proposed amendment shall be posted in the office of the

Clerk of the Board at least five (5) days prior to the Board meeting at which the proposed ordinance or amendment is to be adopted. Within 15 days after adoption of the ordinance or amendment, the Board shall publish a summary of the ordinance or amendment with the names of those Board members voting for and against the ordinance or amendment, and the Clerk of the Board shall post in the office of the clerk a certified copy of the full text of the adopted ordinance or amendment along with the names of those Board members voting for and against the ordinance or amendment.

- b. If the person designated by the Board determines that it is not feasible to prepare a fair and adequate summary of the proposed ordinance or amendment, and if the Board so orders, a display advertisement of at least one-quarter of a page in a newspaper of general circulation in the Board's area of jurisdiction shall be published at least five (5) days prior to the Board meeting at which the proposed ordinance or amendment is to be adopted. Within 15 days after adoption of the ordinance or amendment, a display advertisement of at least one-quarter of a page shall be published. The advertisement shall indicate the general nature of, and provide information regarding, the adopted ordinance or amendment, including information sufficient to enable the public to obtain copy of the complete text of the ordinance or amendment and the name of those Board members voting for and against the ordinance amendment.

22.4.6 Ordinances shall take effect thirty days after their final passage. An ordinance takes effect immediately, if it is an ordinance for the immediate preservation of the public peace, health, or safety, containing a declaration of the facts constituting the urgency and is passed by a four-fifths vote of the Board.

## 22.5 Public Comment

22.5.1 At a public hearing of the Board, persons wishing to provide comment and testimony shall be permitted to address the Board after submitting a written request to speak to the Clerk identifying the person and the subject agenda item. The Chairperson may limit the time for each presentation and may permit additional time to speakers representing a group of individuals or organizations to avoid duplicative testimony. Ordinarily, each speaker will be allowed no more than three minutes.

22.5.2 Persons wishing to comment on agenda items other than a public hearing must submit a written request to speak in advance to the Clerk identifying the person and the subject agenda item. Comments must be limited to issues relevant to the particular agenda item. The Chairperson may limit the time for each presentation and may permit additional time to speakers

representing a group of individuals or organizations to avoid duplicative testimony. Ordinarily, each speaker will be allowed no more than three minutes.

22.5.3 Public comment on matters not on the agenda will be permitted on items of interest to the public that are within the subject matter jurisdiction of the Board. Persons wishing to comment must submit a written request in advance to the Clerk identifying the person and subject matter. The Chairperson may limit the time for each speaker. Ordinarily, each speaker will be allowed no more than three minutes.

## 22.6 Chairperson

Prior to the expiration of a Chairperson's term, the Executive Committee shall make a recommendation to the Board on whether to reelect the current Chairperson. In the event that the Board does not reelect a chairperson, or in the event of a vacancy in the position of Chairperson, the Executive Committee shall create an ad hoc nominating committee that shall, by whatever means it deems appropriate, recommend to the Board a candidate or candidates for the position of Chairperson. The Board shall then vote to elect a Chairperson in accordance with Section 22.1.2(e).

## 22.7 Election of Board Officers and Appointments to Committees

22.7.1 On or before the Board's first meeting in November, the Board shall appoint less than a quorum of members to an Ad Hoc Nominating Committee. The Ad Hoc Nominating Committee shall review the list of MTS committees and make recommendations to the Board with respect to the appointment of members of the Board or former Board members to serve on each MTS committee.

22.7.2 The Ad Hoc Nominating Committee shall also review the list of outside boards and/or committees and make recommendations to the Board with respect to the appointment of members of the Board to represent MTS on each outside board or committee.

22.7.3 The Ad Hoc Nominating Committee shall also make a recommendation to the Board with respect to the appointment of the Vice Chairperson and the Chair Pro Tem and any other board officers.

22.7.4 The Ad Hoc Nominating Committee shall forward its recommendations for appointments of officers and committee members on or before the first Board meeting in January.

22.7.5 At its first meeting in January, the Board shall elect a Vice Chairperson and a Chair Pro Tem from amongst its members. The Vice Chairperson shall preside in the absence of the Chairperson. In the event of the absence or inability to act by the

Chairperson and Vice Chairperson, the Chair Pro Tem shall preside.

22.7.6 The Board shall then vote on the recommendations made by the Ad Hoc Nominating Committee with respect to all other committee appointments.

22.7.7 In the event that a Board member vacates his or her position on the Board, at the next meeting, the Chairperson shall take nominations from the floor to fill any opening in any Committee positions vacated by that Board member.

22.8 Executive Committee

22.8.1 The Executive Committee of the Board shall consist of the Chairperson, the Vice Chairperson (if he or she is not already a voting member), a member from the County of San Diego, a member from the City of San Diego, the Transportation Committee Representative (if he or she is not already a voting member), one member who represents the cities of Chula Vista, National City, Coronado, and Imperial Beach (the "South Bay Cities' representative"), and one member who represents the cities of Lemon Grove, La Mesa, El Cajon, Poway, and Santee (the "East County Cities' representative"). The South Bay Cities' representative and the East County Cities' representative shall serve as members of the Executive Committee for a term of two years each. The terms of these two members shall be staggered so as to avoid replacement of both members at the same time.

22.8.2 The East County and South Bay representatives shall serve in the following order:

East County: El Cajon, La Mesa, Lemon Grove, Santee, Poway—each serving a two-year term.

South Bay: Chula Vista, Coronado, Imperial Beach, National City—each serving a two-year term.

After each member has served as either the East County or South Bay representative, the rotation schedule shall repeat.

22.8.3 The alternates to the Executive Committee members shall be as follows:

22.8.3.1 The alternate for the County of San Diego shall be the alternate appointed by the County of San Diego to serve as the alternate for the Board.

2.8.3.2 The alternate for the City of San Diego shall be selected by the City of San Diego from amongst the three remaining City of San Diego Board members.

2.8.3.3 The alternates for the East County Cities' and the South Bay Cities' representatives shall be the representative from the city that is next in the rotation order set forth in section 22.8.2 above (for example, if the City of El Cajon is currently the primary Executive Committee member, then the City of La Mesa member shall be the alternate Executive Committee member). Alternates shall be appointed for a term of two years or such lesser term as necessary to coincide with the term of the member for whom the alternate is appointed.

22.8.4 The Vice Chairperson shall attend each Executive Committee meeting as a voting member. The Vice Chairperson shall serve as the alternate to the Chairperson in his or her absence and as a second alternate at large for any of the Executive Committee representatives and shall be a voting member when serving in this capacity.

22.8.5 At its first meeting in January, the Board shall vote on the Ad Hoc Nominating Committee's recommendation for the representative and alternate to the San Diego Association of Governments (SANDAG) Transportation Committee to serve for a term of one year. In the event that the Board votes to appoint a member of the Board who does not serve on the Executive Committee, then the appointed SANDAG Transportation Committee representative, or the alternate in his or her absence, shall attend the Executive Committee meetings as a voting member.

22.8.6 The primary purpose of the Executive Committee shall be to review and recommend consent items for the agenda of the next MTS Board of Directors meeting; add or delete items as appropriate; and provide input and direction on emerging policies, plans, and issues, in advance, for Board consideration. The Executive Committee shall have the authority to create ad hoc subcommittees for purposes of carrying out its duties and responsibilities.

22.8.7 Three members shall constitute a quorum of the Executive Committee, and a majority vote of the members present shall be required to approve any item. In the absence of a quorum, the Chairperson may review and recommend consent items for the agenda, establish the order of items, and add or delete items.

22.8.8 The Executive Committee shall adopt operating procedures as are necessary for the conduct of its business.

22.9 Audit Oversight Committee

- 22.9.1 The Audit Oversight Committee shall be comprised of the same members that make up the Executive Committee and such other individuals as the Board may appoint at the first MTS Board meeting each calendar year. ~~The Chairperson of the Audit Oversight Committee shall be a voting member. The Chairperson of the Audit Oversight Committee shall not be the member who serves as the Executive Committee Chairperson.~~ The Board may also appoint individuals who are not members of the Board to serve as non-voting advisory members to the Audit Oversight Committee
- 22.9.2 No additional compensation shall be paid to the members of the Audit Oversight Committee unless a meeting takes place on a day other than a regularly scheduled MTS Board meeting or MTS Executive Committee meeting. Compensation shall be paid to any additional voting members who are appointed to serve on the Audit Oversight Committee. No compensation shall be paid to any non-voting advisory member appointed by the MTS Board.
- 22.9.3 The primary duties and responsibilities of the Audit Oversight Committee shall be to ensure that management is maintaining a comprehensive framework of internal control, to ensure that management's financial reporting practices are assessed objectively, and to determine to its own satisfaction that the financial statements are properly audited and that any problems uncovered in the course of the audit are properly reported and resolved.
- 22.9.4 The Audit Oversight Committee shall:
- a. Review the scope of the annual financial statement audit and any other audits the committee feels are appropriate. The financial statement or CAFR audit should be conducted by an external, independent, public accounting firm experienced in municipal financial audits (external auditor).
  - b. Review the purpose and scope of any nonaudit services to be performed by the external auditor.
  - c. Oversee the procurement of the external auditor and any related advisory services with final approval by the Board.
  - d. Oversee the preparation of annual financial statements, the annual financial reporting process, internal controls, and the external auditor using an appropriate degree of professional skepticism.
  - e. Assess the performance of the external auditor.



- f. Provide a forum for internal auditor(s) to report findings during committee meetings. Internal auditor(s) are MTS employee(s) who report to management and primarily perform operational and compliance audits. In unusual circumstances involving significant fraud, waste, or abuse, the internal auditors must contact the Chairperson of the ~~Executive Committee~~ Audit Oversight Committee ~~and the Chairperson of the Audit Oversight Committee~~.
- g. Establish a procedure for receipt, retention, and treatment of complaints regarding accounting, internal controls, or auditing matters.

## 22.9.5

The Audit Oversight Committee shall perform the following tasks each year and, to the extent possible, adhere to this timetable:

- a. ~~In June~~ Prior to the fiscal year end, review the independent audit engagement letter.
- b. ~~Prior to the fiscal year end~~ In March or April, establish a plan for review of the audits with external auditor.
- c. ~~In September, receive report on the status of any audit(s).~~
- d. In October or November, review a draft of the Comprehensive Annual Financial Report ~~receive a report on the preliminary audit findings and review and/or amend the list of audit questions in Section 22.9.6 as appropriate.~~
- e. ~~In December, receive a report and provide feedback on financial and compliance statements to Board, and provide the annual report to the Board on the committee's activities, including asking the questions listed in Section 22.9.6, as modified by the Audit Oversight Committee pursuant to Section 22.9.5(d).~~
- f. ~~In March~~ Prior to the fiscal year end, review the management letter and management's response to the letter from the previous year.

## 22.9.6

At a minimum, and no later than the ~~final~~ MTS Board meeting for the CAFR final adoption ~~meeting~~, the Audit Oversight Committee shall publically ask the following questions of MTS management and/or the external auditors:

- a. What is the name of the audit firm performing the audit, and how long has such firm been under contract to perform such audits?

- b. Was the audit performed in accordance with generally accepted auditing standards and generally accepted government auditing standards? If not, why?
- c. Has the external auditor prepared an unqualified opinion regarding the financial statements? If not, what type of opinion was issued and why?
- d. Did the external auditor issue a management letter?
- e. Did the external auditor find any nonmaterial weaknesses or reportable conditions?
- f. How did the external audit firm maintain its independence during the course of the audit?
- g. Describe, in general, the audit procedures performed.
- h. Were any new accounting principles adopted? If so, what was their effect?
- i. Does the external auditor recommend any changes in the accounting policies used or their application? Did management apply the best accounting principles or merely permitted ones?
- j. Describe any significant accounting adjustments affecting the financial statements (prior year as well as current year).
- k. Did the external auditor encounter any difficulties in dealing with management in performing the audit?
- l. Were there any disagreements with management regarding any accruals, estimates, reserves, or accounting principles?
- m. Did the external auditor have the full cooperation of MTS management and staff?
- n. Assess the quality of the accounting, internal controls, and the competency of staff.
- o. Were there any accounting issues on which the audit firm sought the advice of other audit firms or regulatory bodies?
- p. Are there new pronouncements and/or risks affecting future financial statements which the Audit Oversight Committee should be aware of?

22.9.8 ~~A majority of the members of the Audit Oversight Committee~~~~Three members~~ shall constitute a quorum ~~of the Audit Oversight Committee~~, and a majority vote of the members present shall be required to approve any item. ~~In the absence of a quorum, the Chairperson may review and recommend consent items for the agenda, establish the order of items, and add or delete items.~~

22.9.9 The Audit Oversight Committee shall adopt operating procedures as are necessary for the conduct of its business.

22.10 Board Member Standards of Conduct

22.10.1 The purpose of this policy is to emphasize that each Board member occupies a position of public trust that demands the highest moral and ethical standard of conduct.

22.10.2 This policy shall be supplemental and in addition to the Conflict of Interest Code of the Board and any applicable laws or regulations (including, but not limited to, the Brown Act, Government Code section 1090 and the Political Reform Act) and is not intended to supersede any provisions thereof.

22.10.3 Board members shall not engage in any business or transaction or have a financial or other personal interest, actual, potential, or apparent, which is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of such duties. Such business, transaction, or interest shall constitute a conflict of interest.

22.10.4 No Board member shall engage in any enterprise or activity that shall result in any of the following:

- a. Using the prestige or influence of the Board office for private gain or advantage of the member or another person.
- b. Using time, facilities, equipment, or supplies of the Board for the private gain or advantage of the member or another person.
- c. Using official information not available to the general public for private gain or advantage of the member or another person.
- d. Receiving or accepting money or other consideration from anyone other than the Board for the performance of acts done in the regular course of duty.

- e. Receiving or accepting, directly or indirectly, any gift or favor from any one doing business with the Board under circumstances from which it could reasonably be inferred that such was intended to influence such person in such person's duties or as a reward for official action.
- f. Soliciting any gift or favor in such person's official capacity, either directly or indirectly, when such solicitation might reasonably be inferred as to have a potential effect on such person's duties or decision, or when the individual's position as a Board member would in any way influence the decision of the person being solicited.
- g. Engaging in or accepting private employment or rendering services for private interest, direct or indirect, which may conflict with such person's responsibility or duty, or which, because of that person's position, may influence a decision to the benefit of the organization in which such person has an interest.

22.10.5 If a Board member has an actual, potential, or apparent conflict of interest in the subject of an agenda item, and the Board will make a decision regarding this agenda item during an open session meeting, the Board member must recuse himself or herself or, in the case of uncertainty, request a binding determination from the Board's General Counsel. If the Board member has a conflict, he or she may observe, but not participate, in the decision-making process.

22.10.6 If a Board member has an actual, potential, or apparent conflict of interest in the subject of an agenda item to be discussed during a closed session meeting, the Board member shall be disqualified and not present during such discussion so as not to make, participate in making, or in any way attempt to use his or her official position to influence the discussion or decision. In such case, the Board member must recuse himself or herself or, in the case of uncertainty, request a binding determination from the Board's General Counsel. In accordance with the Brown Act, the Board member would be entitled to any information that is publicly reported. The Board member would not, however, be privy to any confidential or privileged information or communications pertaining to the closed session agenda item.

22.10.7 No Board member shall disclose to any person, other than members of the Board and other Board staff designated to handle such confidential matters, the content or substance of any information presented or discussed during a closed session meeting unless the Board authorizes such disclosure by the affirmative vote by a majority of the Board.

- 22.10.8 No Board member may disclose confidential or privileged information or communications to any person other than a Board member, General Counsel to the Board, or other Board staff designated to handle such matters, unless disclosure is mandated by law or the Board authorizes such disclosure by the affirmative vote of a majority of the Board.
- 22.10.9 A Board member shall not be privy to confidential or privileged information or communications concerning threatened, anticipated, or actual litigation affecting the Board where the Board member has an actual, potential, or apparent conflict of interest. In the case of uncertainty as to whether a conflict of interest exists, the Board's General Counsel shall issue a binding determination.
- 22.10.10 No Board member shall represent a position on an issue to be the Board's unless the Board has formally adopted such position at a public meeting.
- 22.10.11 Any violation of this policy shall constitute official misconduct if determined by an affirmative vote of the majority of the Board in an open and public meeting. The Board may elect to censure the Board member and the violation may be subject to criminal and/or civil penalties as provided for by applicable law.

Original Policy approved on 4/5/84.

Policy revised on 1/12/84.

Policy revised on 7/11/85.

Policy revised on 1/8/87.

Policy revised on 1/11/90.

Policy revised on 8/23/90.

Policy revised on 1/10/91.

Policy revised on 3/24/94.

Policy revised on 1/14/99.

Policy revised on 6/14/01.

Policy revised on 1/10/02.

Policy revised on 1/24/02.

Policy revised on 5/8/03.

Policy revised 2/26/04.

Policy revised 1/12/06.

Policy revised 3/9/06.

Policy revised 3/23/06.

Policy revised 6/14/07.

Policy revised 7/19/07.

Policy revised 2/21/08.

Policy revised 12/11/08.

Policy revised 2/12/15.

Policy revised 11/10/16.

Policy revised 11/9/2017, changes effective 1/1/2018.

[Policy revised 6/13/2019.](#)



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## Agenda Item No. 8

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

June 13, 2019

#### SUBJECT:

CALIFORNIA DEPARTMENT OF TRANSPORTATION PROGRAM OF PROJECTS  
FOR FEDERAL TRANSIT ADMINISTRATION SECTION 5311(f) FUNDING, FISCAL  
YEAR 2019

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve Resolution No. 19-4 (Attachment A) authorizing the use of, and application for, \$300,000 of Federal Transit Administration (FTA) Section 5311(f) funds for operating assistance in non-urbanized areas.

#### Budget Impact

If awarded, MTS will receive federal fiscal year 2019 5311(f) funds in the amount of \$300,000 for operating assistance. Based on the maximum 55.33% federal share of eligible expenditures, MTS will be required to provide non-federal matching funds in the amount of \$242,202, or 44.67% of the total project costs.

#### DISCUSSION:

The California Department of Transportation (Caltrans) administers a statewide competitive grant program wherein transit agencies and non-profit organizations are eligible to apply for up to \$300,000 in financial assistance for operations serving areas outside of the federally defined urban boundary. Eligible projects can include existing operations, new services or service expansion. However, projects must be consistent with the state-adopted objectives and meet federal certifications and assurance guidelines. MTS already meets the federal guidelines as an eligible recipient of other federal funds.



MTS uses these funds to operate its rural transit service. MTS uses 5311(f) funding to fund the operation and service of route 894.

Caltrans requires the submission of a resolution by agency Board of Directors authorizing the submission of a grant application and project programming. Staff has also requested the San Diego Associations of Governments (SANDAG) to certify that it will amend the Regional Transportation Improvement Program in the event of a grant award, as per Caltrans requirements.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

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

Attachment: A. Resolution No. 19-4

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Resolution No. 19-4

Resolution Authorizing Federal Funding Under FTA Section 5311(f)  
with the California Department of Transportation

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration (FTA) to support capital and operating assistance projects for nonurbanized public transit services under Section 5311(f) of the Federal Transit Act (FTA C 9040.1F and FTA C 9050.1); and

WHEREAS, the California Department of Transportation has been designated by the Governor of the State of California to administer Section 5311(f) grants for transportation projects for the general public and for rural transit and intercity bus; and

WHEREAS, San Diego Metropolitan Transit System (MTS) desires to apply for said financial assistance to operate rural transit service in San Diego County; and

WHEREAS, MTS has, to the maximum extent feasible, coordinated and consulted with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that MTS does hereby authorize the Chief Executive Officer, or designated representative, to file and execute any actions necessary on behalf of MTS with the California Department of Transportation to aid in the financing of operating or capital assistance projects pursuant to Section 5311 of the Federal Transit Act (FTA C 9040.1F and FTA C 9050.1), as amended;

1. The Chief Executive Officer is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.
2. The Chief Executive Officer is to provide additional information as the Department may require in connection with the application for the Section 5311 projects.
3. The Chief Executive Officer is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

PASSED AND ADOPTED, by the Board of Directors this 13th day of June 2019, by the following vote:

AYES:

NAYS:



ABSENT:

ABSTAINING:

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

Filed by:

Approved as to form:

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

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

Resolution No. 19-4



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## Agenda Item No. 9

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

June 13, 2019

#### SUBJECT:

AMENDMENT TO CODIFIED SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)  
FARE ORDINANCE NO.4

#### RECOMMENDATION:

That the Board of Directors approve the revisions to MTS Fare Ordinance No.4 (as described in attachment B) to comply with the San Diego Association of Governments (SANDAG) recently adopted Regional Comprehensive Fare Ordinance revisions generated by the Fare Study (as described in attachment A), and other non-substantive changes.

#### Budget Impact

The Fare Study analysis estimates an annual passenger revenue increase of \$5,200,000 for the approved fare changes by SANDAG.

#### DISCUSSION:

SANDAG is responsible for establishing the Regional Comprehensive Fare Ordinance, and as part of this responsibility periodically performs a Regional Transit Fare Structure Study (Fare Study) in conjunction with the transit operators. The last Fare Study was completed in 2009. The transit operators and SANDAG determined that a new Fare Study should be completed.

SANDAG, NCTD and MTS staffs worked together to define the goals for the Fare Study. The primary goal of the study was simplification of the fare structure, with caveats that the revised fare structure must be designed to be revenue neutral or revenue positive, and must facilitate fare adjustments in the future. Several different ideas with respect to different fare types were identified for analysis by SANDAG's consultant. Once separate components were modeled, the project team narrowed the proposals to several alternative packages that were analyzed for their impact on ridership and revenue.



These different packages were first presented to the Board for feedback in March 2018. Staffs then worked to consolidate the various packages into one catalog for the San Diego region. MTS staff presented the catalog to the MTS Board in September 2018. The MTS Board requested additional outreach in advance of the official public meetings and advised staff to inform the public of a possible increase to the Regional Day Pass from \$5 to \$6. As a result of the outreach and public comments, some alterations were made to the proposed fare changes.

Staff presented the final draft of proposed fare changes to the MTS Board in December 2018. The MTS Board of Directors recommended that SANDAG adopt the Regional Comprehensive Fare Ordinance revisions generated by the Fare Study (as described in attachment A). The proposed fare changes were approved and enacted in the Regional Comprehensive Fare Ordinance by the SANDAG Board of Directors on February 8, 2019 (see attachment A). At the same time, the SANDAG Board approved changes to the TransNet Ordinance required to implement the changes.

SANDAG is the government agency with authority to implement fare changes for MTS and NCTD. The MTS Board does not have authority to undo the SANDAG approved changes. MTS has a separate fare ordinance (Ordinance No. 4) that duplicates the fare rates set by SANDAG and provides additional guidance on how MTS implements those fares. Today's action would update Ordinance No. 4 to comply with SANDAG's new Regional Comprehensive Fare Ordinance. Failure to adopt today's changes related to fares could render Ordinance No. 4 invalid and unenforceable. MTS would still be obligated to charge the new rates of fare within a reasonable time after the SANDAG changes.

There are a few changes to Ordinance 4 that are not required by the changes to the Regional Comprehensive Fare Ordinance, but which are non-substantive. These include:

- Under the definition of Senior (section 4.2.A) and Disabled/Medicare (section 4.2.B), removed language that is redundant with the new section 4.8.
- Under the definition of College Student (section 4.2.D) made a change to reflect current practice of accepting equivalent non-unit hours to qualify as a college student.
- Changes are proposed under the definitions of Local Service (section 4.2.I), Urban Service (section 4.2.J) Rapid/Express/Corridor Services (section 4.2.K), Rural Service (section 4.2.M) and Dedicated Transportation Service (section 4.2.U) to better align with industry standards, current MTS practice, and the definitions in the Regional Comprehensive Fare Ordinance.
- Change to the definition of Upgrade (section 4.2.R) is proposed to correct the current process.
- Change to section 4.3.5 -- Children reflects current MTS practice, consistent with the Regional Comprehensive Fare Ordinance.

### **Next Steps**

**While the effective date of the new Ordinance 4 will be July 13, 2019, the fare rates set forth in the SANDAG Regional Comprehensive Fare Ordinance are targeted to go into effect during September 2019.** The new rates could not be implemented immediately upon SANDAG's action because Cubic's Compass Card software and ticket vending machines require reprogramming to reflect the new fare rates. MTS has engaged Cubic to make these changes, which should be completed in August. In order to coordinate all fare changes into one implementation plan, the new Senior age requirements will be effective September 1, 2019.

Additional fare changes are anticipated to be adopted in time for the introduction of a new fare collection system in 2021. These changes will increase payment flexibility for customers based on the new functionalities of the Next Generation fare collection system.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

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

Attachments: A. SANDAG Comprehensive Fare Ordinance  
B. MTS Codified Ordinance No.4 – Redline Changes  
C. MTS Codified Ordinance No. 4 – Final Format  
D. Summary of Approved Fare Changes

**SAN DIEGO ASSOCIATION OF GOVERNMENTS  
COMPREHENSIVE FARE ORDINANCE**

**An Ordinance Establishing a Regional  
Fare Pricing Schedule**

The San Diego Association of Governments (SANDAG) ordains as follows:

**SECTION 1: FINDINGS**

This Ordinance is adopted to implement a Comprehensive Fare Ordinance setting forth a fare structure for all public transit service providers in San Diego County.

**SECTION 2: REGIONAL TRANSIT SERVICE DEFINITIONS**

- 2.1 **ACCESS:** the complementary Americans with Disabilities Act (ADA) service operated by the Metropolitan Transit System (MTS).
- 2.2 **ADA:** Americans with Disabilities Act, as defined in Title 49, Part 37, of the United States Code.
- 2.3 **ADA Complementary Paratransit Service:** Specialized origin-to-destination transportation services provided to persons who qualify as eligible for such services under the guidelines of the ADA.
- 2.4 **BREEZE:** North County Transit District (NCTD) fixed-route bus service brand name.
- 2.5 **Bus:** Rubber-tired transit vehicles operated by MTS and NCTD.
- 2.6 **Cash Fare:** Term used to describe fares purchased with United States currency.
- 2.7 **Child:** Any person five years of age or under.
- 2.8 **COASTER:** The brand name of the commuter rail service operated by NCTD in the coastal corridor from Oceanside to San Diego.
- 2.9 **College Student:** Any person currently enrolled as a student in a participating accredited San Diego area post-secondary school with a valid picture identification issued by the school.
- 2.10 **Companion:** In relation to the ADA complementary paratransit service, a companion is someone who accompanies an ADA passenger on board a paratransit vehicle, but is not a personal care attendant as specified in the passenger's ADA certification application.
- 2.11 **Compass Card:** The Compass Card is an electronic fare medium based on contactless smart card technology. The Compass Card may hold either transit products or cash for use on regional transit services. Transit products may include but are not limited to Monthly Passes, post-secondary passes, single-day and multi-day passes, and stored value.

The Compass Card utilizes wireless technology to interface with validator devices on buses, rail platforms, and Ticket Vending Machines (TVMs). Passengers must tap their Compass Card on a validator in order to utilize transportation services.

- 2.12 **Compass Cash:** The marketing name for the Stored Value product.
- 2.13 **Compass Cloud:** Marketing name for Mobile Ticketing application to purchase select fare types.
- 2.14 **Day Pass:** a fare medium that allows a passenger to ride one Service Day.
- 2.15 **Discount:** A reduction in the price of a fare or fare product.
- 2.16 **FLEX:** The brand name of the on-demand, deviated fixed-route, and point-deviated fixed-route service operated by NCTD. **LIFT:** The complementary ADA service operated by NCTD.
- 2.17 **Limited Use Compass Card:** A Compass Card printed on a disposable material. Limited Use Compass Cards have a limited lifetime and may not accept all fare products available for loading onto a plastic Compass Card.
- 2.18 **Medicare Recipient:** Any person to whom the federal government has issued a Medicare identification card, regardless of age.
- 2.19 **Metrolink:** The Commuter rail service operated by the Southern California Regional Rail Authority.
- 2.20 **Mobile Ticketing:** A mobile phone application allowing for the purchase of many of the fares available.
- 2.21 **Monthly Pass:** This term refers to either the Calendar Month Pass or the 30-Day Pass.
- 2.22 **MTS:** The San Diego Metropolitan Transit System which operates services in all areas of San Diego County outside the jurisdiction of NCTD. MTS operates MTS Bus, Rural Bus, MTS Express, MTS Rapid, MTS Rapid Express, MTS Trolley service, and ADA Access Service.
- 2.23 **MTS Suburban Paratransit:** The complementary ADA service operated by MTS in suburban areas (ADA Zones 2, 3, and 4).
- 2.24 **NCTD:** North County Transit District operating services in Northern San Diego County. NCTD services include the BREEZE, COASTER, SPRINTER, and LIFT.
- 2.25 **Person with Disability:** Any person with a permanent or temporary mental or physical disability as defined by the ADA (Title 49, Part 37 of the Code of Federal Regulations). In order to qualify for a disabled fare a passenger for regular (non-ADA paratransit) transit must be in possession of a transit identification card , a valid Compass Card with a picture identifying the person as a person with a qualifying disability a Medicare card or DMV placard ID receipt. In order to qualify for ADA paratransit service the person with a disability must be ADA certified.
- 2.26 **Personal Care Attendant:** In relation to the ADA complementary paratransit service, a personal care attendant is a person who is designated by the ADA eligible passenger to aid in their mobility who is not charged a fare to ride on the ADA complementary paratransit vehicle when accompanying the ADA-

- eligible passenger. The person may be a friend, family member, or paid employee. The need for and use of a personal care attendant must be indicated at the time of eligibility certification.
- 2.27 Platform Validator:** A validator located in a standalone device on a rail platform. Platform validators must be tapped before boarding a rail vehicle unless a new Compass Card product is loaded and validated at a TVM.
- 2.28 Rapid:** MTS brand name for a premium rapid transit service operated wholly or partly on exclusive bus lanes, guideways, Managed Lanes, or use of other transit priority measures. Depending on specific route characteristics, individual Rapid routes may be classified as MTS Rapid or MTS Rapid Express for purposes of Table 2.
- 2.29 Regional Fare System:** The Regional Fare System is governed by SANDAG Board Policy No. 018: Transit Service Policies, Board Policy No. 029: Regional Fare Policy and Comprehensive Fare Ordinance, this Ordinance, MTS and NCTD transit operations ordinances and policies, and any other fare agreements, including agreements entered into by SANDAG with transit operators.
- 2.30 Regular Fare:** Applies to all persons age six and older, except persons eligible for Senior, Disabled, and Medicare (S/D/M) or Youth fares.
- 2.31 S/D/M:** Acronym that stands for Senior, Disabled, and Medicare passengers.
- 2.32 Senior:** Any person who meets the age requirement for transit fares provided in the *TransNet* Ordinance, Section 4, Paragraph (c)(3), is eligible to pay the discounted Senior Cash Fare or purchase a Senior pass.
- 2.33 Service Day:** From the start time of the first trip through the end of the last trip in public timetables.
- 2.34 Sorrento Valley COASTER Connection (SVCC):** A peak period only Community Shuttle service operated by MTS between the Sorrento Valley COASTER Station, and nearby employment centers.
- 2.35 SPRINTER:** The brand name of the Oceanside to Escondido rail service operated by NCTD with Diesel Multiple Units in a light rail mode.
- 2.36 Station:** A light rail, Bus Rapid Transit or commuter rail passenger stop.
- 2.37 Stored Value:** Cash value placed on Compass Cards that can be debited to purchase fare products or pay a Cash Fare.
- 2.38 Supplement:** A charge paid on a one-time basis to permit the use of a fare product for a transit ride that requires a more expensive fare. Payment of a supplement does not change the original fare product.
- 2.39 Sworn Peace Officers:** San Diego County, state, and federal sworn peace officers. Sworn peace officers include but are not limited to all municipal police department officials, all County Sheriff Department deputies, County Marshals, all County of San Diego Probation Officers, State Highway Patrol officers, State Police, U.S. Marshals, Federal Bureau of Investigation Officers, the MTS Chief of Police, and U.S. Immigration and Customs officers.
- 2.40 Tap:** The act of touching a Compass Card on a validator to validate trips or deduct fares from Stored Value.

## 2.41 Transit Service Types:

- 2.42.1 Local – Fixed-route bus service on local or arterial roads serving neighborhood destinations and feeding transit centers. Includes BREEZE and MTS Bus. Also includes routes operating extensively on arterials with transit priority features and limited stops (Rapid Services).
  - 2.42.2 Corridor – A frequent transit service with limited stops including but not limited to major transit centers, residential centers, and activity centers that have more than six stops outside Centre City. Corridor services include MTS Trolley, MTS Rapid, SPRINTER, and express buses generally traveling less than 50 percent of the one-way trip miles on freeways. Corridor services travel at least 12 miles per hour, with an average passenger trip length of approximately 10 miles or under.
  - 2.42.3 Rapid Express – Includes bus service with stops only at major transit centers, residential centers, and activity centers; generally traveling 50 percent or more of the one-way trip miles on freeways; averaging at least 20 miles per hour, with an average passenger trip length of over 10 miles; and using commuter coaches.
  - 2.42.4 Commuter Rail – The commuter rail service operated in the coastal corridor from Oceanside to San Diego by NCTD under the brand COASTER.
  - 2.42.5 Rural – A rural bus service providing limited daily or weekly service linking rural areas to a multimodal transit center or major shopping center and designated by the MTS or NCTD Board of Directors as having a special fare. Service is generally provided in rural areas with one-way vehicle trip lengths ranging from 15 to 80 miles. Rural service includes MTS Rural and NCTD FLEX.
- 2.42 **Transfer:** The action of a passenger leaving one bus, train, or other transit vehicle and within a brief time, without a stopover, boarding a subsequent bus, train, or other transit vehicle to complete his or her trip.
- 2.43 **Transfer Slip:** A document that may be issued by a driver to enable a passenger to board another transit vehicle free of charge typically during a service disruption. Only customers that paid a cash one-way fare are eligible to receive a transfer slip. Transfer slips are only valid in the NCTD service area on BREEZE routes. Transfer slips are not issued for travel entirely within San Diego County solely on the fixed-route system. Transfer slips may be issued for transfers between ADA services and fixed-route services and between fixed-route services and other systems outside San Diego County.
- 2.44 **TransNet:** The *TransNet* Ordinance is a SANDAG ordinance passed by voters in 2004 that provides for a half-cent transactions and use tax collected in San Diego County and used for transportation-related projects.
- 2.45 **Trolley:** Light-rail transit service operated by MTS.
- 2.46 **TVM:** Ticket Vending Machine used for the sale of single and multi-trip fare products, to check value left on Compass Card, and as a validator for MTS services.
- 2.47 **Universal Pass:** Provides unlimited rides on select transit services for an agreed upon period of time to individuals associated with a sponsoring entity, where the sponsoring entity guarantees universal participation/purchase by its employees, students, or other membership.



**2.48 Validator:** A device for tapping a Compass Card in order to validate the fare product or to deduct Stored Value. Validators may be standalone devices, located on bus fareboxes, or part of a TVM.

**2.49 Youth:** A person as defined in the *TransNet* Ordinance Section 4(C)(3).

**2.50 Zone:** For ADA purposes a zone is defined as:

Zone 1 Central San Diego

Zone 2 Mid-County: Poway, Rancho Bernardo, Rancho Peñasquitos, Carmel Mountain Ranch, and Sabre Springs

Zone 3 East County: La Mesa, El Cajon, Santee, Lakeside, Lemon Grove, Spring Valley, and parts of Alpine

Zone 4 South Bay: Chula Vista, Coronado, National City, Imperial Beach, Palm City, Nestor, Otay Mesa, and San Ysidro

Zone 5 NCTD Service area

For the COASTER, the fare zones are set forth in Table 5.

### **SECTION 3: SINGLE TRIP, SINGLE DAY, AND MULTI-DAY FARES**

#### **3.1 Fare Product Limitations**

**3.1.1** SPRINTER/BREEZE fare products may only be used on the SPRINTER and BREEZE.

**3.1.2** Regional fare products may only be used on MTS Bus and Trolley, and NCTD BREEZE and SPRINTER

**3.1.3** Premium Regional fare may only be used on all services listed above, as well as, Rapid Express, certain FLEX routes (listed in the NCTD Riders Guide), and Rural services.

**3.1.4** COASTER Regional fare may be used on all transit services operated by MTS and NCTD except LIFT, Access, and certain FLEX routes (as listed in the NCTD Riders Guide).

#### **3.2 Fares and Pass Products**

Tables 1 through 4 list transit fares available to the general public. The tables show the fare for each type of service by passenger category and which passes are accepted on specific services.

**Table 1: One-Way Cash Fares**

Service	One-Way Cash	
	Adult & Youth	S/D/M
MTS Bus, <i>Rapid</i> , Express, Trolley, NCTD BREEZE and SPRINTER	\$2.50	\$1.25
MTS <i>Rapid Express</i>	\$5.00	\$2.50
NCTD FLEX	\$5.00	\$2.50
NCTD FLEX 372	\$10.00	\$5.00
MTS Rural	\$8.00	\$4.00
MTS Access/NCTD LIFT	NA	\$5.00

**Table 2: One-Way Cash Fares - COASTER**

Service	One-Way Cash	
	Adult	S/D/M & Youth
NCTD COASTER 1 Zone	\$5.00	\$2.50
NCTD COASTER 2 Zones	\$5.75	\$2.75
NCTD COASTER 3 Zones	\$6.50	\$3.25

**Table 3: Day Pass Prices**

Service	Day Pass	
	Adult	S/D/M & Youth
Regional	\$6.00	\$3.00
Premium Regional	\$12.00	\$6.00
COASTER Regional	\$15.00	\$7.50

**Table 4: Monthly/30 Day Pass Prices**

Service	30-Day/Monthly	
	Adult	S/D/M & Youth
Regional	\$72.00	\$23.00
Premium Regional	\$100.00	\$32.00
NCTD COASTER 1 Zone	\$140.00	\$58.00
NCTD COASTER 2 Zones	\$161.00	
NCTD COASTER 3 Zones	\$182.00	

**3.3 COASTER Zones**

The COASTER Fares are based on three zones. The number of zones between stations is shown in Table 5. Passengers must purchase a single-trip or round-trip ticket or pass based on the number of zones between their origin and destination.

**Table 5  
COASTER Stations and Zones**

To From	Oceanside	Carlsbad Village	Carlsbad Poinsettia	Encinitas	Solana Beach	Sorrento Valley	Old Town	Santa Fe Depot
Oceanside		1	1	1	1	2	3	3
Carlsbad Village	1		1	1	1	2	3	3
Carlsbad Poinsettia	1	1		1	1	2	3	3
Encinitas	1	1	1		1	2	3	3
Solana Beach	1	1	1	1		2	3	3
Sorrento Valley	2	2	2	2	2		2	2
Old Town	3	3	3	3	3	2		1
Santa Fe Depot	3	3	3	3	3	2	1	

One-way and round-trip tickets and passes are valid only for travel between the number of zones or the stations listed on the ticket or pass.

**3.4 Senior/Disabled/Medicare**

The single-trip Cash Fare for persons eligible for S/D/M fares shall be 50 percent of the single-trip regular fare, rounded down to the nearest \$0.05.

**3.5 Children**

NCTD and MTS may each determine how many children five years old and under may ride free on all bus, light rail, and commuter rail services when traveling with a paying passenger.

**3.6 Classroom Day Pass**

Classroom Day Passes may be issued to school and youth groups (up to 18 years of age) on an advance sales basis only. Each group shall consist of a minimum of 12 people. One chaperone per every five students may ride at the Regional Classroom Day Pass price.

Valid on	Price
MTS Bus, SPRINTER, BREEZE, and Rapid Express	\$1.50
COASTER only	\$5
COASTER plus any of the following: MTS Bus, MTS Trolley, Rapid Express, SPRINTER, and BREEZE	\$6.50

A maximum of 135 students and adults per group are permitted to ride a single scheduled COASTER train. Advance confirmation of the availability of space is required at the time of purchase for all COASTER Classroom Day Pass.

**3.7 SPRINTER/BREEZE Social Services Agency Day Pass**

The SPRINTER/BREEZE Social Service Agency Day Pass is a one-day NCTD Day Pass, sold in packs of ten priced at \$45, which is validated by social service agencies by identifying the day, month, and year. It is sold only to qualified social service agencies who agree to dispense the Day Pass according to NCTD requirements. The Social Service Agency Day Pass has a unique serial number code, and the customer may not return or exchange a Social Service Agency Day Pass. Valid for unlimited travel on SPRINTER/BREEZE for day punched.

**3.8 Juror Day Pass**

Any state or federal court in San Diego County may purchase Juror Passes after signing an agreement with MTS. Juror Passes are not valid for use on any special service with a higher fare (e.g., Stadium Bus Service) or ADA complementary paratransit service. The agreement may include a portion of passes to be supplied free of charge to the courts in exchange for promoting transit use in all juror summons.

A Regional Juror Day Pass is valid for travel on all NCTD and MTS services except Rapid Express, COASTER, or Rural services. A COASTER Regional Juror Day Pass is valid for travel on all NCTD and MTS services.

The price for Regional Juror Day Passes sold to the courts shall be based on the price of the Regional Day Pass and included in the agreement with the court. The price for COASTER Regional Juror Day Passes sold to the courts shall be based on the price of the COASTER Regional Day Pass and included in the agreement with the court.

Each Juror Day Pass becomes activated/valid on the day it is tapped by the passenger.

**3.9 Advance Purchase Group Day Pass Sales**

Groups wishing to purchase a large amount of Day Passes shall be entitled to obtain passes at discount rates when the passes are purchased at least 21 days in advance.

**3.10 Monthly Passes**

All Calendar Month Passes shall be valid until the end of the Service Day on the last day of the calendar month. All 30-Day Passes shall be valid for 30 consecutive days commencing on the first day the pass is validated.

**SECTION 4: MULTI RIDE TICKETS AND TOKENS****4.1 Round Trip Tickets**

Any transit operator may, at its option, sell round trip tickets at two times the price of a single-trip ticket for any fare category or service. Outbound and return trips must be taken on the same service day and are valid roundtrip from the point of origin to the destination.

**4.2 Multi-Trip Ticket Packs**

Any transit operator may, at their option, bundle multiple single-trip tickets for any service they operate, and sell the tickets for the full face value of the tickets or with a discount of up to 10 percent.

**4.3 Tokens**

Tokens are a legacy fare that is no longer sold or issued, but remain in circulation. If a token is presented they shall entitle the person holding the universal token to up to a \$2.50 cash fare value trip on any MTS bus, Trolley, BREEZE, or SPRINTER service, except ADA paratransit services. Some services may require a cash upgrade in conjunction with the Regional Universal Token.

Tokens will not be accepted for payment of any COASTER, Access, LIFT, or Rapid Express single-trip fare. Multiple tokens may be used to pay fares or purchase passes with a value of more than one local bus trip, but change will not be given.

**SECTION 5: COMPASS CARDS****5.1 Card Acquisition and Registration**

MTS, the administrator of the Compass Card Program, may require a nonrefundable fee for passengers wishing to acquire a Compass Card. The fee shall not exceed \$5.

Compass Card users may elect to register their card. If registered, users will be entitled to one free replacement if the card is lost or stolen. Additionally, registered users of the Compass Card are entitled to balance protection. Registered users will be reimbursed the value of their cash or transit product at the time the card is reported lost or stolen. Reimbursement will be provided on a new Compass Card. An unregistered user shall have no right to reimbursement or refund of a Compass Card balance even if the card is lost or stolen. Registered Compass Cards are not transferable.

Compass Card users may opt not to participate in the registration program, but shall be required to pay the above-mentioned fee and will not receive the benefits of registration. Whether or not a user pays a fee or participates in the registration program, the Compass Card shall be the property of MTS and may be revoked and/or confiscated by MTS or NCTD.

## **5.2 Validating a Compass Card**

Compass Card users who have a transit fare product or Stored Value loaded on their card must validate their card each time they board a bus or train. Passengers who fail to tap and validate their Compass Card as required may be deemed to not be in possession of a valid fare consistent with the ordinances and policies of MTS and NCTD.

## **5.3 Inspection and Use of Compass Cards**

Users of the Compass Card must produce the Compass Card for inspection by authorized MTS or NCTD personnel or their designated agents. The Compass Card is intended as a fare payment device on MTS, NCTD, or any transportation service that is part of the San Diego Regional Fare System. Any nonauthorized use of the card is strictly forbidden.

## **5.4 Refunds of Stored Value and Transit Products**

Refunds will not be issued for transit pass products loaded onto a Compass Card.

## **5.5 Photographs of Cardholders**

A photograph of a registered card holder may be printed onto a Compass Card if requested by the registered user. MTS or NCTD may charge a fee for placement of a photograph on the Compass Card. Compass Cards bearing a photograph only may be used by the person whose photograph appears on the card.

## **5.6 Stored Value**

The Stored Value feature of a Compass Card (Compass Cash) may be loaded with cash value. A Compass Card with Stored Value may not be used to purchase an additional or replacement Compass Card. A Compass Card with Stored Value may not be used to purchase fare products or Stored Value to be loaded onto a different Compass Card.

## **5.7 Default Fare for Stored Value**

All card holders boarding any bus or rail vehicle and paying their fare with Stored Value on a Compass Card will have the applicable one-way fare cost deducted from the Compass Card when a farebox or platform validator is tapped. Passengers boarding a bus must advise the driver before tapping if they wish to purchase a Day Pass. Passengers boarding a service at any station or stop equipped with platform validators and TVMs must use the TVM if the passenger prefers to purchase a paper single-trip ticket or a product other than the default Day Pass for the service they will be boarding.

## **SECTION 6: MOBILE TICKETING**

Compass Cloud is a Mobile Ticketing used on a mobile phone application allowing for the purchase of many of the fares available. It has the capability to offer the full range of fares and passes, including special events, universal passes, discounted fares, one-way fares, day passes and monthly passes. The products offered are at the discretion of the transit agencies. Discounted fares and universal passes require proof of eligibility to make the fares available. Refunds will not be issued for transit pass products loaded onto Compass Cloud.

## **SECTION 7: DISCOUNTED POST-SECONDARY AND GROUP PASSES**

### **7.1 Post-Secondary Discounted Passes**

MTS and NCTD shall each have the right to negotiate agreements, individually or jointly, with educational institutions. MTS and NCTD may establish their own policies, terms or eligibility rules regarding the sale of the passes in the sales agreements; however, the prices to the education institutions must conform to this Ordinance.

#### **7.1.1 Discounted Calendar Monthly Post-Secondary Regional Pass**

The price of a Regional Monthly / 30-Day Pass for post-secondary institutions shall be 80 percent of the price of an Adult Regional Monthly / 30-Day Pass. The discounted pass shall be valid for unlimited travel during a calendar month or 30-day period.

#### **7.1.2 Discounted Post-Secondary Regional Quarter/Trimester/Semester Pass**

The price of the quarter/trimester/semester pass for post-secondary educational institutions shall be based on 65 percent of the price of an Adult Regional Monthly / 30-Day Pass, divided by 31 and multiplied by the number of days in the academic term.

The discounted Regional pass shall be valid for unlimited travel during an academic term until the end of the Service Day on the last day of the academic term. All Regional Pass rules apply to the Post-Secondary Regional Quarter/Trimester/Semester Pass.

### **7.2 Group Pass Program**

#### **7.2.1 Ecopass Group Sales Pass Program**

This program is for businesses or groups who purchase Regional and Premium passes and who are willing to purchase sufficient passes to provide a full year of transportation for 10 employees or members at a discounted rate and execute a participation agreement.

The pass price discount would be based on the pre-purchase of a specified number of passes for a 12-month period. Only one three-month trial program is permitted per employer or group interested in testing the program. Advance payment is generally required for both the trial program and permanent program annual passes. Participants may purchase additional monthly passes as provided in the participation agreement at a discounted rate.

The price of the employer or group sales pass program shall be set according to the number of annual regular adult passes purchased as defined in the participation agreement. All passes purchased in excess of limits in the participation agreement may be sold at retail rates.

#### **7.2.2 Universal Pass Program**

MTS and NCTD shall each have the right to negotiate UPass agreements, individually or jointly, with sponsoring entities. MTS and NCTD may establish their own policies, terms, or eligibility rules regarding the sale of the UPass in the sales agreements.

### **SECTION 8: TRANSFERS WITH OTHER TRANSIT OPERATORS**

#### **8.1 Metrolink Trip Tickets and Monthly Passes**

Metrolink Trip Tickets and Monthly Passes are valid as full boarding fare on NCTD buses and the SPRINTER on all routes directly serving the Oceanside Transit Center. Metrolink tickets and passes are not valid for transferring between NCTD routes or between NCTD and MTS. Metrolink tickets are not valid for transfers to the COASTER. The rules governing the acceptance of the Metrolink tickets and passes are as follows:

- 8.1.1 Metrolink Monthly/7Day Pass:** This pass must have the correct current month, year, and list Oceanside as a valid city in order to be valid.
- 8.1.2 Metrolink Round-Trip Ticket:** This ticket must be imprinted with the current date and is valid until the time shown on that date on the BREEZE or the SPRINTER at Oceanside Transit Center.
- 8.1.3 Metrolink One-Way Ticket:** This ticket must be imprinted with the current date and is valid until the time shown on that date to board the BREEZE or the SPRINTER departing the Oceanside Transit Center.

### **SECTION 9: PARTICIPATION IN THE REGIONAL FARE SYSTEM**

The requirements for participation in the Regional Fare System by transportation providers shall be as follows:

- 9.1** Transit operators participating in the Regional Fare System must operate fixed-route transit service with fixed, published schedules.
- 9.2** Transit Operators must serve an area not currently served by an existing publicly subsidized, fixed-route bus operator.
- 9.3** New transit operators will be incorporated into the Compass Card system to the extent feasible and practical as determined by MTS and NCTD.
- 9.4** Any transit provider selling or receiving Compass Card, Compass Cloud, or other MTS and NCTD fare media shall have a secure handling procedure for all fare media. All tickets, passes, and transfers shall be handled as cash-value media, with appropriate security provided for acceptance, inspection, storage, distribution, and disposal.



**SECTION 10: SPECIAL FARES****10.1 Sworn Peace Officers**

MTS and NCTD transit operators will allow all San Diego County, state, and federal sworn peace officers, in uniform or in civilian clothes, to ride on scheduled bus and train routes without charge. Officers must show identification when requested by MTS or NCTD. This privilege does not apply to special events for off-duty officers.

**10.2 Temporary, Promotional, and Experimental Fares**

MTS and NCTD shall have the ability to set temporary, promotional, and experimental fares. Temporary, promotional, and experimental fares are defined as fares implemented for no more than 12 months for seasonal events or for marketing purposes. These fares, because of their short term/temporary nature, are not included in this Ordinance.

**SECTION 11: S/D/M AND YOUTH COMPASS CARDS ELIGIBILITY AND REQUIREMENTS****11.1 Eligibility**

In order to be eligible to purchase discounted S/D/M Passes, passengers must present an S/D/M or person with disabilities Compass Card with integral photo identification or one of the valid identification cards listed in Sections 10.2 through 10.3.

**11.2 Seniors**

Seniors must provide a valid Medicare card, state-issued driver's license, government-issued photo identification, or an S/D/M Compass Card with integral photo identification when paying a Cash Fare, purchasing a Senior Pass, or boarding a transit vehicle with a Senior Pass.

**11.3 Persons with Disabilities and Medicare****11.3.1 Cash Fares**

All persons with a valid MTS identification card, Medicare Card, NCTD disabled identification card, State of California Department of Motor Vehicles (DMV) disabled identification card, or DMV placard identification card shall be permitted to pay the S/D/M single cash fare.

**11.3.2 Compass Cards**

In order to receive a reduced fare Compass Card, a person with a disability must present for approval their completed application form and show a government-issued photo identification card and original versions of at least one of the following (photocopies will not be accepted) at the time of submitting the application:

**11.3.2.1** State of California DMV disabled identification card, (the white receipt from the DMV)

**11.3.2.2** State of California DMV placard identification card

- 11.3.2.3 ADA Paratransit Identification Card
- 11.3.2.4 Certification on the application form by a doctor or a qualified health care professional or a statement from a physician or rehabilitation center (on original letterhead or prescription notepad with an original signature). In addition to the nature of the disability, the statement should identify whether it is permanent or temporary in nature
- 11.3.2.5 Individualized Education Program from school for disabled students
- 11.3.2.6 Current year Supplemental Security Income. (S.S.I.) or Social Security Administration (S.S.A.), or Social Security Disability Insurance (S.S.D.I.). award letter
- 11.3.2.7 Letter from the Epilepsy Foundation
- 11.3.2.8 Letter from the San Diego Center for the Blind
- 11.3.2.9 Letter from the San Diego Regional Center
- 11.3.2.10 Unexpired MTS or NCTD disabled identification card

#### 11.4 Youth

Youth must provide on request valid school, college, or government-issued photo identification to establish eligibility for a Youth discount when boarding a transit vehicle with a Youth pass.

### SECTION 12: ADA Paratransit

#### 12.1 Fares

The Cash Fare for ADA paratransit per ride for ADA-certified passengers for one complete trip, origin to destination, regardless of any need to transfer between ADA transit operators or zones, shall be double the local fixed-route fare of the typical fixed-route service linking the origin and destination based on a determination by MTS or NCTD. Such determination must be made by calculating the regular fixed-route fare, including transfers for a trip of similar length, at a similar time of day, on the transit operators fixed-route system.

All ADA prepaid fare media only will be good on the system for which it was created. ADA prepaid fare media may not be loaded onto a Compass Card.

One personal care attendant may ride free with each ADA passenger riding an ADA paratransit or transit vehicle if requirement is identified on ADA certification.

MTS and NCTD may establish their own policies and prices regarding the sale of daily/monthly/30 day passes for fixed-route buses and trains to ADA-certified passengers; however, the prices to these customers must not exceed the S/D/M prices.

**12.2 LIFT and Access Transfers**

Paratransit customers needing to transfer between MTS Access, and NCTD LIFT or FLEX will need to pay the corresponding fares.

**SECTION 13: REGIONAL TICKET AND PASS ADMINISTRATION, REVENUE SHARING**

Processes and rules regarding regional ticket and pass administration and revenue sharing may be the subject of one or more separate agreements between MTS and NCTD.

**SECTION 14: EFFECTIVE DATE OF ORDINANCE OR AMENDMENTS**

This Ordinance shall go into effect on March 10, 2019. Notwithstanding Board Policy No. 004: Rules of Procedure for Board of Directors and Committees, all amendments shall go into effect not less than 30 days after the second reading and approval of the Board of Directors, unless approved in accordance with Board Policy No. 004 as an urgency measure.

PASSED AND ADOPTED this 8th of February 2019.

\_\_\_\_\_ ATTEST: \_\_\_\_\_  
CHAIRPERSON SECRETARY

Member Agencies: Cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, Vista, and County of San Diego.

ADVISORY MEMBERS: California Department of Transportation, Metropolitan Transit System, North County Transit District, Imperial County, U.S. Department of Defense, San Diego Unified Port District, San Diego County Water Authority, Southern California Tribal Chairmen’s Association, and Mexico.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, Clerk of the Board of SANDAG, do hereby certify that the foregoing is a true copy of an Ordinance approved by the SANDAG Board of Directors on 8th of February 2019, at the time and by the vote stated above, which said Ordinance is on file in the office of SANDAG.

DATED: \_\_\_\_\_, 2019

\_\_\_\_\_  
Clerk of the Board

## SAN DIEGO METROPOLITAN TRANSIT SYSTEM

CODIFIED ORDINANCE NO. 4  
(as amended through 10/30/146/13/19)An Ordinance Establishing a Metropolitan Transit System Fare-Pricing ScheduleSection 4.1: Findings

This Ordinance is adopted to implement a Metropolitan Transit System (MTS) Fare-Pricing Schedule approved by the San Diego Association of Governments, Metropolitan Transit System Board of Directors and to authorize future modifications or amendments to the schedule to be made by the MTS Board of Directors.

Section 4.2: Definitions

A. Senior - Any person ~~650~~ years of age or older, or persons at least 60 years old as of September 1, 2019, will continue to be eligible for the senior discount born on or before April 1, 1959. ~~Acceptable proof of senior fare eligibility shall be a Medicare Card, a valid driver's license, a State of California Senior identification card, or an MTS identification card in the MTS area, or a North County Transit District (NCTD) identification card in the NCTD area.~~ This definition applies to persons who seek to purchase and/or use a Senior/Disabled/Medicare Monthly Pass or Senior/Disabled/Medicare cash fare on fixed-route transit or general public demand-responsive services.

B. Disabled/Medicare - Any person with a permanent or temporary mental or physical disability. ~~Acceptable proof of disabled fare eligibility shall be an MTS identification card, Medicare Card, NCTD disabled identification card, State of California Department of Motor Vehicles (DMV) disabled identification card, or DMV placard identification card.~~ This definition applies to persons who seek to purchase and/or use a Senior/Disabled/Medicare Monthly Pass or Senior/Disabled/Medicare cash fare for fixed-route transit or general public demand-responsive services.

C. Youth - Any person 6-18 years of age (inclusive). ~~Acceptable proof of youth fare eligibility in the MTS area shall be an MTS Youth identification card, a valid driver's license, or current school photo identification card (through high school only).~~

D. College Student- Any person enrolled as a student with a current enrollment for seven units or more, or the equivalent non-unit hours, in a participating accredited San Diego area post-secondary school.

E. Child - Any person five years of age or under.

F. Compass Card -~~The Compass Card is an electronic fare medium based on contactless smart card technology. The Compass Card may hold either transit products or cash for use on regional transit services. Transit products may include but are not limited to Monthly Passes, post-secondary passes, single-day and multi-day passes, and stored value.~~

~~The Compass Card utilizes wireless technology to interface with validator devices on buses, rail platforms, and Ticket Vending Machines (TVMs). Passengers must tap their Compass Card on a validator in order to utilize transportation services. The Compass Card is an electronic fare medium based on contactless smart card technology. The Compass Card can hold either transit products or cash for use on regional transit services. Transit products include, but are not limited to, multiday passes,~~

~~college semester passes, and special event period passes. The Compass Card utilizes wireless technology to interface with Compass validator devices on regional buses, rail platforms, and regional ticket vending machines. Patrons using their Compass Card must touch or tap their card to a validator device before each ride as a condition precedent to using MTS services.~~

G. Bus - Rubber-tired transit vehicles operated by MTS ~~and NCTD, San Diego Transit Corporation, Chula Vista Transit, MTS Contract Services, and NCTD.~~

H. Trolley - Light rail transit ~~service vehicles~~ operated by MTS, San Diego Trolley, Incorporated.

I. Local Service - ~~Fixed-route bus service on local or arterial roads serving neighborhood destinations and feeding transit centers. Includes BREEZE and MTS Bus. Also includes routes operating extensively on arterials with transit priority features and limited stops (Rapid Services). Bus service on local roads serving neighborhood destinations and feeding transit centers in the immediate area.~~

J. ~~Urban Service~~ - Moderate-speed bus service primarily on arterial streets with frequent stops.

JK. Rapid/Express/Corridor Services - A frequent transit service with limited stops including but not limited to major transit centers, residential centers, and activity centers that have more than six stops outside Centre City. Corridor services include MTS Trolley, MTS Rapid, SPRINTER, and express buses generally traveling less than 50 percent of the one-way trip miles on freeways. Corridor services must travel average at least 12 miles per hour, with an average passenger trip length of approximately 10 miles or under. Bus service with stops only at major transit centers, residential centers and activity centers; has more than six stops outside Centre City or at collector end of route; generally traveling less than 50 percent of the one-way trip miles on freeways and averaging at least 15 miles per hour, with an average passenger trip length of approximately 10.0 miles or under, and uses standard transit buses.

KL. Rapid Express - Bus service with stops only at major transit centers, residential centers and activity centers; generally traveling 50 percent or more of the one-way trip miles on freeways; averaging at least 20 miles per hour, with an average passenger trip length of over 10.0 miles, and using commuter coaches.

LM. Rural Service - Bus service providing limited daily or weekly service linking rural areas to a Northeastern and Southeastern San Diego County to a multimodal transit center or major shopping center and designated by the MTS Board of Directors as having a special fare. Service is generally provided in rural areas on a two-lane highway or roadway with one-way vehicle trip lengths ranging from 15 to 80 miles.

MN. Station - A light rail, Bus Rapid Transit or commuter rail passenger stop. That fixed site at which the San Diego Trolley stops to load and unload passengers.

NO. Supplement- A charge paid on a one-time basis to permit the use of a fare product for a transit ride that requires a more expensive fare. Payment of a supplement does not change the original fare product.

OP. Zone(s) - For ADA purposes a zone is defined as: complementary paratransit service, a zone is the geographical area defined by fixed boundaries within which particular fares are

~~established. The boundaries for the zones are determined by each of the contracting agencies for the local operator of the paratransit service. The zones are as follows:~~

Zone 1 Central San Diego

Zone 2 Mid-County: Poway, Rancho Bernardo, Rancho Penasquitos, Carmel Mountain Ranch, and Sabre Springs

Zone 3 East County: La Mesa, El Cajon, Santee, Lakeside, Lemon Grove, Spring Valley, and parts of Alpine

Zone 4 South Bay: Chula Vista, Coronado, National City, Imperial Beach, Palm City, Nestor, Otay Mesa, and San Ysidro

Zone 5 NCTD Service area

~~PQ. Transfer - The action of a passenger leaving one bus, train, or other transit vehicle and within a brief time, without a stopover, boarding a subsequent bus, train, or other transit vehicle to complete his or her trip. The action by passengers in which they leave one bus or rail vehicle and board a subsequent bus or rail vehicle to complete their trips.~~

~~QR. Upgrade - An additional fare required to enhance the value of a transit pass to travel on a higher-fare service. Upon payment of an upgrade, the original pass is converted to the new, more expensive product.~~

~~RS. ADA Complementary Paratransit Service - Specialized origin-to-destination transportation services provided to ~~persons who~~ persons who qualify as eligible for such services under the ~~guidelines of~~ guidelines of the ADA. ~~Except for commuter bus, commuter rail, or intercity rail systems, each public entity operating a fixed-route system shall provide complementary paratransit or other special service to individuals with disabilities (who cannot access or use fixed-route transit due to a qualifying disability) that is comparable to the level of service provided to individuals without disabilities who use the fixed-route system.~~~~

~~ST. Personal Care Attendant - In relation to the ADA complementary paratransit service, a personal care attendant is a person who is designated by the ADA eligible passenger to aid in their mobility. The person may be a friend, family member, or paid employee. A personal care attendant is not charged a fare on the ADA complementary paratransit service vehicle on which she/he accompanies the ADA-eligible passenger. The need for and use of a personal care attendant must be indicated at the time of eligibility certification.~~

~~T. Companion - In relation to the ADA complementary paratransit service, a companion is someone who accompanies an ADA passenger on board a paratransit vehicle, but is not a personal care attendant as specified in the passenger's ADA certification application.~~

~~U. Dedicated Transportation Service - In relation to social services agencies or other organizations, a dedicated transportation service is defined as paratransit vehicle usage that is set apart for and guaranteed to an agency for the transportation of its eligible clients. The vehicle, for a particular time frame, is for the definite use of these persons and a ride is unavailable to other eligible persons within the community.~~

~~UV. Rapid - MTS brand name for a premium rapid transit service operated wholly or partly on~~

exclusive bus lanes, guideways, managed lanes, or use of other transit priority measures. Depending on specific route characteristics, individual Rapid routes may be classified as MTS Rapid or MTS Rapid Express for purposes of Section 4.5.

VW. Universal Pass (U-Pass) - Provides unlimited rides on select transit services for an agreed upon period of time to individuals associated with a sponsoring entity, where the sponsoring entity guarantees universal participation/purchase by its employees, students, or other membership.

(Section 4.2 amended 6/13/2019~~10/30/14~~)

Section 4.3: Regional Fare-Pricing Schedule

**SECTION 4: SINGLE TRIP, SINGLE DAY, AND MULTI-DAY FARES**

**4.3.1 Fare Product Limitations**

4.3.1.1 SPRINTER/BREEZE fare products may only be used on the SPRINTER and BREEZE.

4.3.1.2 Regional fare products may only be used on MTS Bus and Trolley, and NCTD BREEZE and SPRINTER.

4.3.1.3 Premium Regional fare may only be used on all services listed above, as well as, Rapid Express, certain FLEX routes (listed in the NCTD Riders Guide), and Rural services.

4.3.1.4 COASTER Regional fare may be used on all transit services operated by MTS and NCTD except LIFT, Access, and certain FLEX routes (as listed in the NCTD Riders Guide).

**4.3.2 Fares and Pass Products**

Tables 1 through 4 list transit fares available to the general public. The tables show the fare for each type of service by passenger category and which passes are accepted on specific services.

**Table 1: One-Way Cash Fares**

<u>Service</u>	<u>One-Way Cash</u>	
	<u>Adult &amp; Youth</u>	<u>S/D/M</u>
<u>MTS Bus, Rapid, Express, Trolley, NCTD BREEZE and SPRINTER</u>	<u>\$2.50</u>	<u>\$1.25</u>

<u>MTS Rapid Express</u>	<u>\$5.00</u>	<u>\$2.50</u>
<u>NCTD FLEX</u>	<u>\$5.00</u>	<u>\$2.50</u>
<u>NCTD FLEX 372</u>	<u>\$10.00</u>	<u>\$5.00</u>
<u>MTS Rural</u>	<u>\$8.00</u>	<u>\$4.00</u>
<u>MTS Access/NCTD LIFT</u>	<u>NA</u>	<u>\$5.00</u>

**Table 2: One-Way Cash Fares - COASTER**

<u>Service</u>	<u>One-Way Cash</u>	
	<u>Adult</u>	<u>S/D/M &amp; Youth</u>
<u>NCTD COASTER 1 Zone</u>	<u>\$5.00</u>	<u>\$2.50</u>
<u>NCTD COASTER 2 Zones</u>	<u>\$5.75</u>	<u>\$2.75</u>
<u>NCTD COASTER 3 Zones</u>	<u>\$6.50</u>	<u>\$3.25</u>

**Table 3: Day Pass Prices**

<u>Service</u>	<u>Day Pass</u>	
	<u>Adult</u>	<u>S/D/M &amp; Youth</u>
<u>Regional</u>	<u>\$6.00</u>	<u>\$3.00</u>
<u>Premium Regional</u>	<u>\$12.00</u>	<u>\$6.00</u>
<u>COASTER Regional</u>	<u>\$15.00</u>	<u>\$7.50</u>

**Table 4: Monthly/30 Day Pass Prices**

<u>Service</u>	<u>30-Day/Monthly</u>	
	<u>Adult</u>	<u>S/D/M &amp; Youth</u>
<u>Regional</u>	<u>\$72.00</u>	<u>\$23.00</u>



<u>Premium Regional</u>	<u>\$100.00</u>	<u>\$32.00</u>
<u>NCTD COASTER 1 Zone</u>	<u>\$140.00</u>	<u>\$58.00</u>
<u>NCTD COASTER 2 Zones</u>	<u>\$161.00</u>	
<u>NCTD COASTER 3 Zones</u>	<u>\$182.00</u>	

**4.3.3 COASTER Zones**

The COASTER Fares are based on three zones. The number of zones between stations is shown in Table 5. Passengers must purchase a single-trip or round-trip ticket or pass based on the number of zones between their origin and destination.

**Table 5**  
**COASTER Stations and Zones**

<u>To \ From</u>	<u>Oceanside</u>	<u>Carlsbad Village</u>	<u>Carlsbad Poinsettia</u>	<u>Encinitas</u>	<u>Solana Beach</u>	<u>Sorrento Valley</u>	<u>Old Town</u>	<u>Santa Fe Depot</u>
<u>Oceanside</u>		<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>3</u>
<u>Carlsbad Village</u>	<u>1</u>		<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>3</u>
<u>Carlsbad Poinsettia</u>	<u>1</u>	<u>1</u>		<u>1</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>3</u>
<u>Encinitas</u>	<u>1</u>	<u>1</u>	<u>1</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>3</u>
<u>Solana Beach</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>		<u>2</u>	<u>3</u>	<u>3</u>
<u>Sorrento Valley</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>		<u>2</u>	<u>2</u>
<u>Old Town</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>2</u>		<u>1</u>
<u>Santa Fe Depot</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>2</u>	<u>1</u>	

One-way and round-trip tickets and passes are valid only for travel between the number of zones or the stations listed on the ticket or pass.

**4.3.4 Senior/Disabled/Medicare**

The single-trip Cash Fare for persons eligible for S/D/M fares shall be 50 percent of the single-trip regular fare, rounded down to the nearest \$0.05.

**4.3.5 Children**

Children five years old and under may ride free on all bus, light rail, and commuter services when traveling with a paying passenger.

**4.3.6 Classroom Day Pass**

Classroom Day Passes may be issued to school and youth groups (up to 18 years of age) on an advance sales basis only. Each group shall consist of a minimum of 12 people. One chaperone per every five students may ride at the Regional Classroom Day Pass price.

<u>Valid on</u>	<u>Price</u>
<u>MTS Bus, SPRINTER, BREEZE, and Rapid Express</u>	<u>\$1.50</u>
<u>COASTER only</u>	<u>\$5</u>
<u>COASTER plus any of the following: MTS Bus, MTS Trolley, Rapid Express, SPRINTER, and BREEZE</u>	<u>\$6.50</u>

A maximum of 135 students and adults per group are permitted to ride a single scheduled COASTER train. Advance confirmation of the availability of space is required at the time of purchase for all COASTER Classroom Day Pass.

**4.3.8 Juror Day Pass**

Any state or federal court in San Diego County may purchase Juror Passes after signing an agreement with MTS. Juror Passes are not valid for use on any special service with a higher fare (e.g., Stadium Bus Service) or ADA complementary paratransit service. The agreement may include a portion of passes to be supplied free of charge to the courts in exchange for promoting transit use in all juror summons.

A Regional Juror Day Pass is valid for travel on all NCTD and MTS services except Rapid Express, COASTER, or Rural services. A COASTER Regional Juror Day Pass is valid for travel on all NCTD and MTS services.

The price for Regional Juror Day Passes sold to the courts shall be based on the price of the Regional Day Pass and included in the agreement with the court. The price for COASTER Regional Juror Day Passes sold to the courts shall be based on the price of the COASTER Regional Day Pass and included in the agreement with the court.

Each Juror Day Pass becomes activated/valid on the day it is tapped by the passenger.

**4.3.9 Advance Purchase Group Day Pass Sales**

Groups wishing to purchase a large amount of Day Passes shall be entitled to obtain passes at discount rates when the passes are purchased at least 21 days in advance.

**4.3.10 Monthly Passes**

All Calendar Month Passes shall be valid until the end of the Service Day on the last day of the calendar month. All 30-Day Passes shall be valid for 30 consecutive days commencing on the first day the pass is validated.

**4.3.11 Tokens**

Tokens are a legacy fare that is no longer sold or issued, but remain in circulation. If a token is presented they shall entitle the person holding the universal token to up to a \$2.50 cash fare value trip on any MTS bus, Trolley, BREEZE, or SPRINTER service, except ADA paratransit services. Some services

may require a cash upgrade in conjunction with the Regional Universal Token.

Tokens will not be accepted for payment of any COASTER, Access, LIFT, or Rapid Express single-trip fare. Multiple tokens may be used to pay fares or purchase passes with a value of more than one local bus trip, but change will not be given.

Section 4.3.1: Regional Passes and Tickets

Section 4.3.1a: Regional Monthly or 30-Day Passes

1) ~~Except as provided in Section 4.3.1b, 4.3.1c, and 4.3.1d of this Ordinance, the price of a monthly or 30-day pass shall be based on service type.~~

~~Regional Passes. The price of a Regional Monthly or 30-Day Pass for Local, Urban, and Express bus and Trolley service shall be \$72.00. The Regional Monthly or 30-Day Pass shall entitle the person to whom the pass is issued to unlimited rides during the period for which the pass is designated on any equal or lower priced regularly scheduled bus and rail service provided by MTS and NGTD, except for COASTER, for which the pass entitles the holder a \$0.50 discount per boarding. The Regional Monthly Pass is accepted on Premium Express with the payment of a \$2.00 Supplement. Refer to Section 4.7.3 for use on Rural services.~~

~~Premium Passes. The price of a Premium Monthly or 30-Day Pass shall be \$100.00 and entitle the person to whom the pass is issued unlimited rides on the services covered by the Regional Monthly or 30-Day Pass and Premium Express except for COASTER, for which the pass entitles the holder to a \$0.50 discount per boarding. The Premium Monthly or 30-Day Pass is accepted on 1-Zone Rural service without payment of a Supplement and is accepted on 2-Zone Rural service with the payment of a \$4.00 Supplement.~~

2) ~~Employer-Based Group Sales Pass Program~~

~~Employers may purchase in bulk, discounted monthly or 30-day passes for their employees subject to the following conditions:~~

~~The discount is available for the advance purchase of 25 or more passes a month for up to three months for a "trial program." Price would be set according to what the price would be for an annual program using the same number of passes per month. Only one "trial program" is allowed per employer. The trial program agreement must be for a specific fiscal year. Advance payment for the total number of Trial Program passes is required. The discount is available for an employer purchasing 300 or more passes for an annual (12 months) program. The program can be pro-rated to accommodate the time left in the fiscal year. The annual program agreement and payment must be for a specific fiscal year. Advance payment for the total number of annual monthly passes is required.~~

~~The price of the Employer-Based Group Sales Pass Program will be tiered according to the number of annual regular adult passes purchased. The discount offered shall be as follows:~~

~~Employer-Based Group Sales Pass Program~~  
~~Tiered Discount Table~~

~~Employees Using Transit Per Month \_\_\_\_\_ Passes \_\_\_\_\_ Discount \_\_\_\_\_~~  
~~\_\_\_\_\_ Per Year \_\_\_\_\_~~

25 to 100	300 to 1,200	40%
101 to 400	1,212 to 4,800	20%
401 or more	4,812 or more	25%

**~~(Section 4.3.1a adopted and amended 1/19/12)~~**

**~~Section 4.3.1b: Senior/Disabled/Medicare Monthly or 30-Day Passes~~**

~~Regional Pass.~~ The price of a Regional Senior/Disabled/Medicare Monthly or 30-Day Pass is \$18.00 and shall entitle the Senior, Disabled, or Medicare passenger to unlimited trips during the month or 30-day period for which the pass is designated on all regularly scheduled MTS and NCTD services except (i) Premium, unless a \$1.00 Supplement is paid; (ii) COASTER, for which the pass entitles the holder to a \$0.50 discount per trip; and (iii) Rural (as defined by Section 4.2L), unless a \$2.00 Supplement per zone is paid.

~~Premium Passes.~~ The price of a Premium Senior/Disabled/Medicare Monthly or 30-Day Premium Pass is \$25.00 and entitles the person to whom the pass is issued unlimited rides on the services covered by the Premium Monthly or 30-Day Pass and to a \$0.50 discount per boarding on COASTER. The Premium Senior/Disabled/Medicare Monthly or 30-Day Pass is accepted on 1-Zone Rural service without the payment of a Supplement and is accepted on 2-Zone Rural service with the payment of a \$2.00 Supplement.

**~~(Section 4.3.1.b adopted and amended 11/19/12)~~**

**~~Section 4.3.1c: Youth Monthly or 30-Day Passes~~**

~~Regional Passes.~~ The price of a Regional Youth Monthly or 30-day Pass is \$36.00 and shall entitle the youth passenger to unlimited trips during the month or 30-day period for which the pass is designated on all regularly scheduled MTS and NCTD services except (i) Premium, unless a \$2.00 Supplement is paid; (ii) COASTER, for which the pass entitles the holder to a \$0.50 discount; and (iii) Rural (as defined by Section 4.2L), unless a \$4.00 Supplement per zone is paid.

~~Premium Passes.~~ The price of a Premium Youth Monthly or 30-Day Premium Pass is \$50.00 and entitles the person to whom the pass is issued unlimited rides on the services covered by the Premium Monthly or 30-Day Pass except for COASTER, for which the pass entitles the holder to a \$0.50 discount per boarding. The Youth Monthly or 30-Day Premium Pass is accepted on 1-Zone Rural service without the payment of a Supplement and is accepted on 2-Zone Rural service with the payment of a \$4.00 Supplement.

**~~(Section 4.3.1c adopted and amended 1/19/12)~~**

**~~Section 4.3.1d: Regional Day Passes- General Public~~**

The price of a one-day Regional Day Pass is \$5.00 and shall entitle the person to whom the pass is issued unlimited rides during the day for which the pass is valid on all regularly scheduled MTS and NCTD services except (i) Premium Express, unless a \$2.00 Supplement is paid; (ii) COASTER, for which the pass entitles the holder to \$0.50 discount per trip, (iii) ADA Complementary Paratransit service; and (iv) Rural, unless a \$4.00 Supplement per zone is paid.

The price of a two-day Regional Day Pass is \$9.00 and shall entitle the person to whom the pass is issued unlimited rides during the days for which the pass is valid on all regularly scheduled MTS and NCTD services except (i) Premium Express, unless a \$2.00 Supplement is paid; (ii) COASTER, for

which the pass entitles the holder to \$0.50 discount per trip, (iii) ADA Complementary Paratransit service, and (iv) Rural, unless a \$4.00 Supplement per zone is paid.

The price of a three-day Regional Day Pass is \$12.00 and shall entitle the person to whom the pass is issued unlimited rides during the days for which the pass is valid on all regularly scheduled MTS and NCTD services except (i) Premium Express, unless a \$2.00 Supplement is paid; (ii) COASTER, for which the pass entitles the holder to \$0.50 discount per trip, (iii) ADA Complementary Paratransit service, and (iv) Rural, unless a \$4.00 Supplement per zone is paid.

The price of a four-day Regional Day Pass is \$15.00 and shall entitle the person to whom the pass is issued unlimited rides during the days for which the pass is valid on all regularly scheduled MTS and NCTD services except (i) Premium Express, unless a \$2.00 Supplement is paid; (ii) COASTER, for which the pass entitles the holder to \$0.50 discount per trip, (iii) ADA Complementary Paratransit service, and (iv) Rural, unless a \$4.00 Supplement per zone is paid.

The price of a 14-day Regional Pass is \$43.00 and shall entitle the person to whom the pass is issued unlimited rides during the days for which the pass is valid on all regularly scheduled MTS and NCTD services except (i) Premium Express, unless a \$2.00 Supplement is paid; (ii) COASTER, for which the pass entitles the holder to \$0.50 discount per trip, (iii) ADA Complementary Paratransit service; and (iv) Rural, unless a \$4.00 Supplement per zone is paid.

***(Section 4.3.1d adopted and amended 1/19/12)***

Section 4.3.1.e: Region Plus Day Passes

The Region Plus Day Pass is priced at \$12.00 and entitles the person to whom the pass is issued unlimited rides during the day for which the pass is valid on all services covered by the Premium Monthly or 30-Day Pass, COASTER, and for travel on 1-Zone Rural service. The Region Plus Day Pass is accepted for 2-Zone Rural service with the payment of a \$4.00 Supplement.

The price of a Premium 14-Day Pass is \$60.00 and entitles the person to whom the pass is issued unlimited rides on the services covered by the Premium Monthly or 30-Day Pass.

Section 4.3.1f: Group Advance Pass Sales

Group event day passes, valid for one to seven days, may be issued to groups (minimum quantity= 100) only on a 21-day or longer advance sales basis. The discounted rates for group event advance sales passes shall be as follows:

One-Day Pass	=	\$4.50
Two-Day Pass	=	\$8.00
Three-Day Pass	=	\$11.00
Four-Day Pass	=	\$14.00
Five-Day Pass	=	\$16.00
Six-Day Pass	=	\$18.00
Seven-Day Pass	=	\$20.00

The group event day pass shall entitle the person to whom the pass is issued unlimited rides during the corresponding number of consecutive days for which the pass is valid on all regularly scheduled MTS and NCTD services except (i) Premium Express, unless a \$2.00 Supplement is paid; (ii) COASTER, for which the pass entitles the holder to a \$0.50 discount per trip; (iii) Rural (as defined by Section 4.2L), unless a \$4.00 Supplement per zone is paid; and (iv) ADA Complementary Paratransit

service.

~~Group event day passes for special events may be purchased in bulk in advance at discounted rates as follows or as otherwise agreed to by the Board:~~

~~1,000-1,999 passes = 5 percent discount per pass~~

~~2,000 or more passes = 10 percent discount per pass~~

#### Section 4.3.1g: Classroom Day Pass

~~Classroom Day Passes, valid for one day during nonpeak hours, may be issued to school and youth groups (up to 18 years of age) on an advance sales basis only.~~ Section 4.4: COMPASS CARDS

#### 4.4.1 Card Acquisition and Registration

MTS, the administrator of the Compass Card Program, may require a nonrefundable fee for passengers wishing to acquire a Compass Card. The fee shall not exceed \$5.

Compass Card users may elect to register their card. If registered, users will be entitled to one free replacement if the card is lost or stolen. Additionally, registered users of the Compass Card are entitled to balance protection. Registered users will be reimbursed the value of their cash or transit product at the time the card is reported lost or stolen. Reimbursement will be provided on a new Compass Card. An unregistered user shall have no right to reimbursement or refund of a Compass Card balance even if the card is lost or stolen. Registered Compass Cards are not transferable.

Compass Card users may opt not to participate in the registration program, but shall be required to pay the above-mentioned fee and will not receive the benefits of registration. Whether or not a user pays a fee or participates in the registration program, the Compass Card shall be the property of MTS and may be revoked and/or confiscated by MTS or NCTD.

#### 4.4.2 Validating a Compass Card

Compass Card users who have a transit fare product or Stored Value loaded on their card must validate their card each time they board a bus or train. Passengers who fail to tap and validate their Compass Card as required may be deemed to not be in possession of a valid fare consistent with the ordinances and policies of MTS and NCTD.

#### 4.4.3 Inspection and Use of Compass Cards

Users of the Compass Card must produce the Compass Card for inspection by authorized MTS or NCTD personnel or their designated agents. The Compass Card is intended as a fare payment device on MTS, NCTD, or any transportation service that is part of the San Diego Regional Fare System. Any nonauthorized use of the card is strictly forbidden.

#### 4.4.4 Refunds of Stored Value and Transit Products

Refunds will not be issued for transit pass products loaded onto a Compass Card.

#### 4.4.5 Photographs of Cardholders

A photograph of a registered card holder may be printed onto a Compass Card if requested by the registered user. MTS or NCTD may charge a fee for placement of a photograph on the Compass Card. Compass Cards bearing a photograph only may be used by the person whose photograph appears on the card.

#### **4.4.6 Stored Value**

The Stored Value feature of a Compass Card (Compass Cash) may be loaded with cash value. A Compass Card with Stored Value may not be used to purchase an additional or replacement Compass Card. A Compass Card with Stored Value may not be used to purchase fare products or Stored Value to be loaded onto a different Compass Card.

#### **4.4.7 Default Fare for Stored Value**

All card holders boarding any bus or rail vehicle and paying their fare with Stored Value on a Compass Card will have the applicable one-way fare cost deducted from the Compass Card when a farebox or platform validator is tapped. Passengers boarding a bus must advise the driver before tapping if they wish to purchase a Day Pass. Passengers boarding a service at any station or stop equipped with platform validators and TVMs must use the TVM if the passenger prefers to purchase a paper single-trip ticket or a product other than the default Day Pass for the service they will be boarding.

### **SECTION 4.5: MOBILE TICKETING**

Compass Cloud is a ~~Mobile Ticketing used on a~~ mobile phone application allowing for the purchase of ~~many of the select~~ fares, available. It has the capability to offer the full range of fares and passes, including special events, universal passes, discounted fares, one-way fares, day passes and monthly passes. The products offered are at the discretion of the transit agencies. Discounted fares and universal passes may require proof of eligibility to make the fares available. ~~Eligibility rules are at the discretion of the transit agencies.~~ -Refunds will not be issued for transit pass products loaded onto Compass Cloud.

Section 4.63.1h: ~~Post-Secondary Monthly & Quarter/Semester Passes~~ DISCOUNTED POST-SECONDARY AND GROUP PASSES

#### **4.6.1 Post-Secondary Discounted Passes**

MTS and NCTD shall each have the right to negotiate agreements, individually or jointly, with educational institutions. MTS and NCTD may establish their own policies, terms or eligibility rules regarding the sale of the passes in the sales agreements; however, the prices to the education institutions must conform to this Ordinance.

##### **4.6.1.1 Discounted Calendar Monthly Post-Secondary Regional Pass**

The price of a Regional Monthly / 30-Day Pass for post-secondary institutions shall be 80 percent of the price of an Adult Regional Monthly / 30-Day Pass. The discounted pass shall be valid for unlimited travel during a calendar month or 30-day period.

##### **4.6.1.2 Discounted Post-Secondary Regional Quarter/Trimester/Semester Pass**

The price of the quarter/trimester/semester pass for post-secondary educational institutions shall be based on 65 percent of the price of an Adult Regional Monthly / 30-Day Pass, divided by 31 and multiplied by the number of days in the academic term.

The discounted Regional pass shall be valid for unlimited travel during an academic term until the end of the Service Day on the last day of the academic term. All Regional Pass rules apply to the Post-Secondary Regional Quarter/Trimester/Semester Pass.

## **4.6.2 Group Pass Program**

### **4.6.2.1 Ecopass Group Sales Pass Program**

This program is for businesses or groups who purchase Regional and Premium passes and who are willing to purchase sufficient passes to provide a full year of transportation for 10 employees or members at a discounted rate and execute a participation agreement.

The pass price discount would be based on the pre-purchase of a specified number of passes for a 12-month period. Only one three-month trial program is permitted per employer or group interested in testing the program. Advance payment is generally required for both the trial program and permanent program annual passes. Participants may purchase additional monthly passes as provided in the participation agreement at a discounted rate.

The price of the employer or group sales pass program shall be set according to the number of annual regular adult passes purchased as defined in the participation agreement. All passes purchased in excess of limits in the participation agreement may be sold at retail rates.

### **4.6.2.2 Universal Pass Program**

MTS and NCTD shall each have the right to negotiate U-Pass agreements, individually or jointly, with sponsoring entities. MTS and NCTD may establish their own policies, terms, or eligibility rules regarding the sale of the U-Pass in the sales agreements.

~~MTS shall offer a pass for a college or university school term of 63 or more days that is priced at \$1.51 a day, payable in advance, sold only during the term's registration and/or a monthly pass good for a calendar month, priced at \$57.60 a month, payable in advance. Post-Secondary Monthly and Quarter/Semester Passes are valid for travel on all regularly scheduled bus and rail services provided by MTS and NCTD except for (i) Premium Express, unless a \$2.00 Supplement is paid; (ii) COASTER, for which the passes entitle the passenger to a \$0.50 discount per trip; (iii) ADA Complementary Paratransit services, and (iv) Rural (as defined by Section 4.2M) unless a \$4.00 Supplement per zone is paid. Post-Secondary Monthly and Quarter/Semester Passes are to be sold only at schools, colleges, and universities that meet the following requirements: accredited by recognized accrediting institution; provide an on-site sales location; track sales to individual qualified students; limit sales to one pass per student currently enrolled with a minimum of seven credit hours; only issue to students with a current school year photo-identification card; provide a benefit to each student purchasing the term and/or monthly pass to encourage public transit use; and promote the pass through school information materials.~~

#### ~~Section 4.3.1i: Scratch One-Day Pass~~

~~The Scratch One-Day Pass is a one-day day pass that is priced at the standard one-day price but with scratch-off instead of punched month, day, and year boxes. The Scratch One-Day Pass has a unique serial number code, and customers may not return or exchange Scratch One-Day Passes.~~



Section 4.3.1j: San Diego County Juror Day Pass

Upon entering an agreement with MTS that meets MTS requirements, courts located in San Diego County may purchase the following special fare media to be distributed to jurors summoned to jury duty in courts in San Diego County:

The Juror Regional Day Pass is valid for travel on all regular MTS and NCTD services except (i) Premium, unless a \$2.00 Supplement is paid; (ii) COASTER, for which the pass entitles the holder to a \$0.50 discount per trip; and (iv) Rural services, unless a \$4.00 Supplement per zone is paid.

The Juror Regional Premium Day Pass is valid for travel on all MTS and NCTD regular and premium services and on 1-Zone Rural service. Travel on 2-Zone Rural service requires the payment of a \$4.00 Supplement.

Juror Passes are not valid for travel on any special services or ADA Complementary -- Paratransit services.

Section 4.3.1k: Universal Pass (UPass)

Upon entering into an agreement with MTS that meets MTS requirements, sponsoring entities may purchase a U\_Pass at the negotiated rate to provide to the designated, guaranteed participation group. The negotiated fare/payment shall be sufficient to compensate MTS for the estimated actual ridership from the guaranteed participation group.

Section 4.3.2: Regional Monthly or 30-Day Pass Supplements

Passengers holding a valid monthly or 30-day pass as described in Section 4.3.1a must pay a \$4.00 Supplement per zone to ride Rural services. The Supplement for Senior/Disabled/Medicare

Pass holders is \$2.00 per zone.

Premium Regional Monthly or 30-Day Passes shall be valid for 1-Zone Rural travel without the payment of a Supplement. Travel on 2-Zone Rural service requires the payment of a \$4.00 Supplement (\$2.00 for Senior/Disabled/Medicare Premium Pass holders).

Section 4.3.3: Regional Fares for Children

Up to two children, as defined in Section 4.2.E, shall ride for free when accompanied by a fare-paying passenger. This shall be applicable to all fixed-route bus service, Trolley service, and Rural service. **(Section 4.3 amended 10/30/14)**

Section 4.4: Trolley Fare Pricing ScheduleSection 4.4.1a: One-Way Cash Fares

The cash fare for a single, one-way trip involving any number of stations shall be \$2.50 for an adult and free transfers shall be permitted between Trolley lines. A one-way ticket shall entitle the person to a one-way trip in a direction away from the station of issue. The one-way ticket is valid for two hours and must be valid during the entire Trolley trip.

~~(Section 4.4.1a adopted and amended 1/19/12)~~

~~Section 4.4.1b: Round-Trip Cash Fares~~

~~In lieu of an adult round-trip cash fare, the Day Pass is offered and free transfers between Trolley lines shall be permitted.~~

~~Section 4.4.2: Senior/Disabled/Medicare Cash Fares~~

~~The Senior/Disabled/Medicare cash fare shall be \$1.25 per one-way trip on the Trolley.~~

~~(Section 4.4.2 adopted and amended 1/19/12)~~

~~Section 4.4.3: Tokens~~

~~Effective March 1, 2012, universal tokens shall be available for \$2.50 each, and shall entitle the person holding the universal token to up to a \$2.50 cash fare value trip on any MTS bus or Trolley service except ADA paratransit services. Some services may require payment of a Supplement in conjunction with the universal token.~~

~~(Section 4.4 adopted and amended 11/19/12)~~

~~Section 4.4.4: Compass Card~~

~~Use of a Compass Card with a "stored value" is defined as use of any Compass Card for a debit transaction for transit service when transit cash has been placed on the card.~~

~~Compass Card users who have a transit product stored on their card must validate their card on each transit service that they ride each time they use the service as a condition precedent to using MTS services. Compass Card users must validate their cards via onboard validators on Buses, or station platform validators for Trolleys, and in accordance with Ordinance No. 13.~~

~~Patrons who fail to validate their Compass Card in the manner described above and as set forth in Ordinance No. 13 will be deemed to not be in possession of a valid fare and subject to applicable fines and penalties.~~

~~Users of the Compass Card must produce the Compass Card for inspection by authorized MTS, employees, security, contractors, or law enforcement staff upon demand.~~

~~The Compass Card is intended as a fare payment device on MTS services and NCTD services, and any unauthorized use of the card is strictly forbidden. Persons found to be using the Compass Card in a fraudulent manner may have their Compass Card confiscated and their account suspended.~~

~~Refunds of transit products on Compass Cards will not be provided.~~

~~Refunds of cash value remaining on voluntarily surrendered cards and confiscated cards will be considered on an individual basis for holders of registered Compass Cards only and may be obtained by request to SANDAG. Registered Compass Card holders seeking a refund must complete an application form (available from The Transit Store or NCTD Customer Service) and follow the submission instructions on the application. SANDAG reserves the right to refuse any request for refund or to make a partial refund. SANDAG also reserves the right to deduct a processing fee of not more than 10 percent on any refund.~~

~~Refunds will be issued as credit on the same card as the original purchase if made by credit~~

~~card. Original payments made by cash, check, or debit card will be refunded by check.  
(Section 4.4.4 added 11/13/08)~~

Section ~~4.74.5:~~ SPECIAL FARESMTS Bus Fare Pricing Schedule

#### **4.7.1 Sworn Peace Officers**

MTS and NCTD transit operators will allow all San Diego County, state, and federal sworn peace officers, in uniform or in civilian clothes, to ride on scheduled bus and train routes without charge. Officers must show identification when requested by MTS or NCTD.

#### **4.7.2 Temporary, Promotional, and Experimental Fares**

MTS and NCTD shall have the ability to set temporary, promotional, and experimental fares. Temporary, promotional, and experimental fares are defined as fares implemented for no more than 12 months for seasonal events or for marketing purposes. These fares, because of their short term/temporary nature, are not included in this Ordinance.

Section 4.8: S/D/M AND YOUTH CARDS ELIGIBILITY AND REQUIREMENTS

#### **4.8.1 Eligibility**

In order to be eligible to purchase discounted S/D/M Passes, passengers must present an S/D/M or person with disabilities Compass Card with integral photo identification or one of the valid identification cards listed in Section 4.8.3.2.

#### **4.8.2 Seniors**

Seniors must provide a valid Medicare card, state-issued driver's license, government-issued photo identification, or an S/D/M Compass Card with integral photo identification when paying a Cash Fare, purchasing a Senior Pass, or boarding a transit vehicle with a Senior Pass.

#### **4.8.3 Persons with Disabilities and Medicare**

##### **4.8.3.1 Cash Fares**

All persons with a valid MTS identification card, Medicare Card, NCTD disabled identification card, State of California Department of Motor Vehicles (DMV) disabled identification card, or DMV placard identification card shall be permitted to pay the S/D/M single cash fare.

##### **4.8.3.2 Compass Cards**

In order to receive a reduced fare Compass Card, a person with a disability must present for approval their completed application form and show a government-issued photo identification card and original versions of at least one of the following (photocopies will not be accepted) at the time of submitting the application:

4.8.3.2.1 State of California DMV disabled identification card, (the white receipt from the DMV)

4.8.3.2.2 State of California DMV placard identification card

4.8.3.2.3 ADA Paratransit Identification Card

4.8.3.2.4 Certification on the application form by a doctor or a qualified health care professional or a statement from a physician or rehabilitation center (on original letterhead or prescription notepad with an original signature). In addition to the nature of the disability, the statement should identify whether it is permanent or temporary in nature

4.8.3.2.5 Individualized Education Program from school for disabled students

4.8.3.2.6 Current year Supplemental Security Income. (S.S.I.) or Social Security Administration (S.S.A.), or Social Security Disability Insurance (S.S.D.I.). award letter

4.8.3.2.7 Letter from the Epilepsy Foundation

4.8.3.2.8 Letter from the San Diego Center for the Blind

4.8.3.2.9 Letter from the San Diego Regional Center

4.8.3.2.10 Unexpired MTS or NCTD disabled identification card

**4.8.4 Youth**

Youth must provide upon request valid school, college, or government-issued photo identification to establish eligibility for a Youth discount when boarding a transit vehicle with a Youth pass.

Section 4.5.1: Cash Fares

Section 4.5.1a: Local Services

~~The price of a trip on MTS Local service, as described in Section 4.21 of this Ordinance, shall be \$2.25.~~

Section 4.5.1b: Urban Services

~~The price of a trip on MTS Urban service, as described in Section 4.2J of this Ordinance, shall be \$2.25.~~

Section 4.5.1c: Express/ Rapid and Rapid Express Services

~~The price of a trip on Express and Premium Express service, as described in Sections 4.2K and 4.2L of this Ordinance, shall be:~~

~~Express/Rapid = \$2.50  
Rapid Express = \$5.00~~

Section 4.5.1d: Senior/Disabled/Medicare Cash Fares

~~The Senior/Disabled/Medicare Bus cash fare shall be \$1.10 except as otherwise provided in Section 4.7 concerning Rural service.~~

~~The Senior/Disabled/Medicare Bus cash fare shall be \$1.25 on Express service and \$2.50 on Premium Express service.~~

#### ~~Section 4.5.2: Special Fares~~

##### ~~Section 4.5.2a: Shuttle Fare~~

~~The price of a trip on shuttle services shall be \$2.25. The Senior/Disabled/Medicare shuttle service fare shall be \$1.10.~~

##### ~~Section 4.5.2b: Stadium/Ballpark Bus Fares~~

~~The price of a trip on special buses with the primary purpose of traveling to and from events at Qualcomm Stadium or PETCO Park may be equal to twice the one-way fare of Premium Express service and entitle the holder to one-way or round-trip travel.~~

#### ~~**(Section 4.5 amended 10/30/14)**~~

##### ~~Section 4.6.5: Demand-Responsive Fares~~

~~MTS does not offer demand-responsive service at this time.~~

#### ~~**(Section 4.6.5 amended 11/13/08)**~~

##### ~~Section 4.96.5a: ADA Complementary Paratransit Services Cash Fares~~

#### ~~**4.9.1 Fares**~~

~~The Cash Fare for ADA paratransit per ride for ADA-certified passengers for one complete trip, origin to destination, regardless of any need to transfer between ADA transit operators or zones, shall be double the local fixed-route fare of the typical fixed-route service linking the origin and destination based on a determination by MTS or NCTD. Such determination must be made by calculating the regular fixed-route fare, including transfers for a trip of similar length, at a similar time of day, on the transit operators fixed-route system.~~

~~All ADA prepaid fare media only will be good on the system for which it was created. ADA prepaid fare media may not be loaded onto a Compass Card.~~

~~One personal care attendant may ride free with each ADA passenger riding an ADA paratransit or transit vehicle if requirement is identified on ADA certification.~~

#### ~~**4.9.2 LIFT and Access Transfers**~~

~~Paratransit customers needing to transfer between MTS Access, and NCTD LIFT or FLEX will need to pay the corresponding fares.~~

~~The ADA Complementary Paratransit services, provided in accordance with the ADA, are only~~

available to persons with qualifying disabilities that prevent them from using fixed-route transit services. These services shall have a cash fare of no more than double the predominant adult cash fare in the area of service. Section 4.2.0 establishes the ADA paratransit zones. The urban zone (Zone 1) shall use the Urban Service fare defined in Section 4.2.1 to calculate the MTS Access cash fare. The three suburban zones (Zones 2, 3, and 4) shall use the Local Service fare defined in Section 4.2.H to calculate the ADA Suburban paratransit cash fare. Passes are not accepted on ADA paratransit services. Paying ADA paratransit passengers will be issued (upon request) a Premium Regional Day Pass for use on connecting fixed-route and Trolley services. Passengers transferring from ADA paratransit service in Zones 2, 3, or 4 to ADA paratransit service in Zone 1 may be required to pay a Supplement on the Zone 1 vehicle if the price of the MTS Urban Service Fare is greater than the price of the MTS Local Service Fare. Full-price (no discount) tickets for ADA paratransit services may be sold to passengers in advance. No passes, tokens, or discounts and no other tickets are accepted on ADA paratransit services. Personal Care Attendants (PCA) required by disabled passengers are not required to pay a fare.

**~~(Section 4.6 amended 7/17/08)~~**

~~Section 4.7: Rural Service~~

~~Rural service, as defined in Section 4.2L, shall have applied to it a two-zone based fare structure. Zone boundaries shall generally be located on a north-south axis and have zone boundaries at Ramona (Ramona Station), Alpine (Tavern Road and Alpine Boulevard), and the Tecate border crossing (Tecate Road and Thing Road). Passenger trips remaining within one zone shall have applied to them the 1-Zone fare.~~

~~Section 4.7.1: 1-Zone and 2-Zone One-Way Cash Fares~~

~~The price of a 1-Zone cash fare shall be \$5.00 for each one-way trip. The price of a 2-Zone cash fare shall be \$10.00 for each one-way trip.~~

~~Section 4.7.2: One-Way Senior/Disabled/Medicare Cash Fare~~

~~The price of Senior/Disabled/Medicare cash fares shall be equal to 50 percent of the regular cash fare: the price of a 1-Zone Senior/Disabled/Medicare cash fare shall be \$2.50 for each one-way trip and the price of a 2-Zone cash fare shall be \$5.00 for each one-way trip.~~

~~Section 4.7.3: Prepaid Monthly or Daily Pass Supplement or Upgrade Required~~

~~Passengers exhibiting a valid MTS Monthly or 30-Day Adult or Youth Pass, Post-Secondary Monthly or Quarter/Semester Pass, or Day Pass shall be provided a \$1 discount per Zone for Rural service: the 1-Zone Supplement shall be \$4.00 for each one-way trip. The 2-Zone cash Supplement shall be \$8.00 for each one-way trip. Senior/Disabled/Medicare passengers exhibiting a valid Senior/Disabled/Medicare Monthly Pass shall be given a \$0.50-cent discount per zone: the 1-Zone cash Supplement shall be \$2.00 for each one-way trip. The 2-Zone cash Supplement shall be \$4.00 for each one-way trip.~~

~~Section 4.7.4: Other Fare Media~~

- ~~• Effective March 1, 2012, tokens shall be accepted at the value of \$2.50; change will not be provided in instances where token value exceeds required fare.~~
- ~~• A San Diego County Juror Premium pass is valid for travel for 1-Zone Rural bus service. Use of~~

~~this pass for a 2-Zone Rural trip requires payment of a \$4.00 Supplement in each direction.~~

- ~~• Transfers from ADA complementary service shall not require the payment of a Supplement or an upgrade.~~

~~**(Section 4 adopted and amended 1/19/12)**~~

~~Section 4.8: Sorrento Valley Coaster Connection~~

~~The one-way cash fare on Sorrento Valley Coaster Connection (SVCC) services shall be \$1.00 for adults and \$0.50 for Senior/Disabled/Medicare.~~

~~The price for a Monthly or 30-Day Pass for the SVCC shall be \$40.00 for adults, \$20.00 for Youth, and \$10.00 for Senior/Disabled/Medicare.~~

~~All Regional and Premium Day Passes and Regional and Premium Monthly or 30-Day Passes and 14-Day Passes will be accepted on SVCC services.~~

~~MTS may enter into an agreement with third parties to cover the cost of fares for patrons on the SVCC in lieu of charging passengers.~~

~~**(Section 4.8 adopted and amended 1/19/12)**~~

~~Section 4.109: Special Fares~~

~~MTS shall be allowed to adjust fares for special events with the approval of the Chief Executive Officer.~~

~~**(Section 4.9 amended 7/17/08)**~~

~~Section 4.10: Other Metropolitan Transit System Operators and Special Cash Fares~~

~~Section 4.10.1: Cash Fares~~

~~Any special fares of any operator in the region not listed within this Ordinance shall be included in the Uniform Fare Structure Agreement.~~

~~**(Section 4.10 amended 7/17/08)**~~

Section 4.11: Public Notice

Before the expiration of fifteen (15) days after its passage, a summary of this Ordinance shall be published once with the names and members voting for and against the same in a newspaper of general circulation published in the County of San Diego.

~~**(Section 4.11 amended 7/17/08)**~~

Section 4.12: Effective Date of Ordinance

This Ordinance shall become effective on July 13, 2019~~November 30, 2014~~.

~~**(Section 4.12 amended 6/13/201910/30/14)**~~

Amended: 6/13/19

Amended: 10/30/14

Amended: 1/19/12

Amended: 5/28/09

Amended: 11/13/08

Amended: 7/17/08

Amended: 11/8/07

Amended: 12/8/05

Amended: 1/15/04

Amended: 11/13/03

Amended: 05/22/03

Amended: 04/10/03

Amended: 10/17/02

Amended: 06/14/01

Amended: 05/10/01

Amended: 08/10/00

Amended: 07/13/00

Amended: 05/13/99

Amended: 02/26/98

Repeal & Readopted: 07/17/97

(operative – 11/23/97)

Amended: 04/28/94

Amended: 01/13/94

Amended: 07/08/93

Amended: 02/11/93

Repealed & Readopted: 05/28/92

Amended: 01/09/92

Repealed & Readopted: 03/14/91

Amended: 09/27/90

Amended: 05/10/90

Repealed & Readopted: 02/23/89

Amended: 11/10/88

Repealed & Readopted: 02/25/88

Amended: 12/10/87

Amended: 10/09/86

Amended: 04/24/86

Amended: 03/01/86

Repealed & Readopted: 12/05/85

Amended: 07/11/85

Amended: 05/23/85

Amended: 10/04/84

Amended: 07/19/84

Repealed & Readopted: 02/27/84

Amended: 07/25/83

Amended: 07/11/83

Repealed & Readopted: 05/24/82

Amended: 10/05/81

Amended: 07/08/81

Amended: 06/30/81

Adopted: 06/08/81



SAN DIEGO METROPOLITAN TRANSIT SYSTEM

CODIFIED ORDINANCE NO. 4  
(as **amended through 6/13/19**)

An Ordinance Establishing a Metropolitan Transit System Fare-Pricing Schedule

Section 4.1: Findings

This Ordinance is adopted to implement a Metropolitan Transit System (MTS) Fare-Pricing Schedule approved by the San Diego Association of Governments..

Section 4.2: Definitions

A. Senior - Any person 65 years of age or older, or persons at least 60 years old as of September 1, 2019, will continue to be eligible for the senior discount. This definition applies to persons who seek to purchase and/or use a Senior/Disabled/Medicare Monthly Pass or Senior/Disabled/Medicare cash fare on fixed-route transit or general public demand-responsive services.

B. Disabled/Medicare - Any person with a permanent or temporary mental or physical disability. . This definition applies to persons who seek to purchase and/or use a Senior/Disabled/Medicare Monthly Pass or Senior/Disabled/Medicare cash fare for fixed-route transit or general public demand-responsive services.

C. Youth - Any person 6-18 years of age (inclusive

D. College Student- Any person enrolled as a student with a current enrollment for seven units or more, or the equivalent non-unit hours, in a participating accredited San Diego area post-secondary school.

E. Child - Any person five years of age or under.

F. Compass Card -The Compass Card is an electronic fare medium based on contactless smart card technology. The Compass Card may hold either transit products or cash for use on regional transit services. Transit products may include but are not limited to Monthly Passes, post-secondary passes, single-day and multi-day passes, and stored value.

The Compass Card utilizes wireless technology to interface with validator devices on buses, rail platforms, and Ticket Vending Machines (TVMs). Passengers must tap their Compass Card on a validator in order to utilize transportation services.

G. Bus - Rubber-tired transit vehicles operated by MTS and NCTD.

H. Trolley - Light rail transit service operated by MTS.

I. Local Service - Fixed-route bus service on local or arterial roads serving neighborhood destinations and feeding transit centers. Includes BREEZE and MTS Bus. Also includes routes operating extensively on arterials with transit priority features and limited stops (Rapid Services).

J. Rapid/Express/Corridor Services - A frequent transit service with limited stops including but not limited to major transit centers, residential centers, and activity centers that have more than six stops outside Centre City. Corridor services include MTS Trolley, MTS Rapid, SPRINTER, and express buses generally traveling less than 50 percent of the one-way trip miles on freeways. Corridor services must average at least 12 miles per hour, with an average passenger trip length of approximately 10 miles or under.

K. Rapid Express - Bus service with stops only at major transit centers, residential centers and activity centers; generally traveling 50 percent or more of the one-way trip miles on freeways; averaging at least 20 miles per hour, with an average passenger trip length of over 10.0 miles, and using commuter coaches.

L. Rural Service - Bus service providing limited daily or weekly service linking rural areas to a multimodal transit center or major shopping center and designated by the MTS Board of Directors as having a special fare. Service is generally provided in rural areas with one-way vehicle trip lengths ranging from 15 to 80 miles.

M. Station - A light rail, Bus Rapid Transit or commuter rail passenger stop.

N. Supplement- A charge paid on a one-time basis to permit the use of a fare product for a transit ride that requires a more expensive fare. Payment of a supplement does not change the original fare product.

O. Zone(s) - For ADA purposes a zone is defined as:

Zone 1 Central San Diego

Zone 2 Mid-County: Poway, Rancho Bernardo, Rancho Penasquitos, Carmel Mountain Ranch, and Sabre Springs

Zone 3 East County: La Mesa, El Cajon, Santee, Lakeside, Lemon Grove, Spring Valley, and parts of Alpine

Zone 4 South Bay: Chula Vista, Coronado, National City, Imperial Beach, Palm City, Nestor, Otay Mesa, and San Ysidro

Zone 5 NCTD Service area

P. Transfer - The action of a passenger leaving one bus, train, or other transit vehicle and within a brief time, without a stopover, boarding a subsequent bus, train, or other transit vehicle to complete his or her trip.

Q. Upgrade - An additional fare required to enhance the value of a transit pass to travel on a higher-fare service.

R. ADA Complementary Paratransit Service - Specialized origin-to-destination transportation services provided to persons who qualify as eligible for such services under the guidelines of the ADA.

S. Personal Care Attendant - In relation to the ADA complementary paratransit service, a personal care attendant is a person who is designated by the ADA eligible passenger to aid in their

mobility. The person may be a friend, family member, or paid employee. A personal care attendant is not charged a fare on the ADA complementary paratransit service vehicle on which she/he accompanies the ADA-eligible passenger. The need for and use of a personal care attendant must be indicated at the time of eligibility certification.

T. Companion - In relation to the ADA complementary paratransit service, a companion is someone who accompanies an ADA passenger on board a paratransit vehicle, but is not a personal care attendant as specified in the passenger's ADA certification application.

U. Rapid - MTS brand name for a premium rapid transit service operated wholly or partly on exclusive bus lanes, guideways, managed lanes, or use of other transit priority measures. Depending on specific route characteristics, individual Rapid routes may be classified as MTS Rapid or MTS Rapid Express for purposes of Section 4.5.

V. Universal Pass (U-Pass) - Provides unlimited rides on select transit services for an agreed upon period of time to individuals associated with a sponsoring entity, where the sponsoring entity guarantees universal participation/purchase by its employees, students, or other membership.

***(Section 4.2 amended 6/13/2019)***

Section 4.3: Regional Fare-Pricing Schedule

## **SECTION 4: SINGLE TRIP, SINGLE DAY, AND MULTI-DAY FARES**

### **4.3.1 Fare Product Limitations**

**4.3.1.1** SPRINTER/BREEZE fare products may only be used on the SPRINTER and BREEZE.

**4.3.1.2** Regional fare products may only be used on MTS Bus and Trolley, and NCTD BREEZE and SPRINTER

**4.3.1.3** Premium Regional fare may only be used on all services listed above, as well as, Rapid Express, certain FLEX routes (listed in the NCTD Riders Guide), and Rural services.

**4.3.1.4** COASTER Regional fare may be used on all transit services operated by MTS and NCTD except LIFT, Access, and certain FLEX routes (as listed in the NCTD Riders Guide).

### **4.3.2 Fares and Pass Products**

Tables 1 through 4 list transit fares available to the general public. The tables show the fare for each type of service by passenger category and which passes are accepted on specific services.

**Table 1: One-Way Cash Fares**

<b>Service</b>	<b>One-Way Cash</b>	
	Adult & Youth	S/D/M
MTS Bus, <i>Rapid</i> , Express, Trolley, NCTD BREEZE and SPRINTER	\$2.50	\$1.25
MTS <i>Rapid Express</i>	\$5.00	\$2.50
NCTD FLEX	\$5.00	\$2.50
NCTD FLEX 372	\$10.00	\$5.00
MTS Rural	\$8.00	\$4.00
MTS Access/NCTD LIFT	NA	\$5.00

**Table 2: One-Way Cash Fares - COASTER**

<b>Service</b>	<b>One-Way Cash</b>	
	Adult	S/D/M & Youth
NCTD COASTER 1 Zone	\$5.00	\$2.50
NCTD COASTER 2 Zones	\$5.75	\$2.75
NCTD COASTER 3 Zones	\$6.50	\$3.25

**Table 3: Day Pass Prices**

<b>Service</b>	<b>Day Pass</b>	
	Adult	S/D/M & Youth
Regional	\$6.00	\$3.00
Premium Regional	\$12.00	\$6.00
COASTER Regional	\$15.00	\$7.50

**Table 4: Monthly/30 Day Pass Prices**

Service	30-Day/Monthly	
	Adult	S/D/M & Youth
Regional	\$72.00	\$23.00
Premium Regional	\$100.00	\$32.00
NCTD COASTER 1 Zone	\$140.00	\$58.00
NCTD COASTER 2 Zones	\$161.00	
NCTD COASTER 3 Zones	\$182.00	

#### 4.3.3 COASTER Zones

The COASTER Fares are based on three zones. The number of zones between stations is shown in Table 5. Passengers must purchase a single-trip or round-trip ticket or pass based on the number of zones between their origin and destination.

**Table 5  
COASTER Stations and Zones**

To \ From	Oceanside	Carlsbad Village	Carlsbad Poinsettia	Encinitas	Solana Beach	Sorrento Valley	Old Town	Santa Fe Depot
Oceanside		1	1	1	1	2	3	3
Carlsbad Village	1		1	1	1	2	3	3
Carlsbad Poinsettia	1	1		1	1	2	3	3
Encinitas	1	1	1		1	2	3	3
Solana Beach	1	1	1	1		2	3	3
Sorrento Valley	2	2	2	2	2		2	2
Old Town	3	3	3	3	3	2		1
Santa Fe Depot	3	3	3	3	3	2	1	

One-way and round-trip tickets and passes are valid only for travel between the number of zones or the stations listed on the ticket or pass.

#### 4.3.4 Senior/Disabled/Medicare

The single-trip Cash Fare for persons eligible for S/D/M fares shall be 50 percent of the single-trip regular fare, rounded down to the nearest \$0.05.

#### 4.3.5 Children

Children five years old and under may ride free on all bus, light rail, and commuter services when traveling with a paying passenger.

#### 4.3.6 Classroom Day Pass

Classroom Day Passes may be issued to school and youth groups (up to 18 years of age) on an advance sales basis only. Each group shall consist of a minimum of 12 people. One chaperone per every five students may ride at the Regional Classroom Day Pass price.

Valid on	Price
MTS Bus, SPRINTER, BREEZE, and Rapid Express	\$1.50
COASTER only	\$5
COASTER plus any of the following: MTS Bus, MTS Trolley, Rapid Express, SPRINTER, and BREEZE	\$6.50

A maximum of 135 students and adults per group are permitted to ride a single scheduled COASTER train. Advance confirmation of the availability of space is required at the time of purchase for all COASTER Classroom Day Pass.

#### 4.3.8 Juror Day Pass

Any state or federal court in San Diego County may purchase Juror Passes after signing an agreement with MTS. Juror Passes are not valid for use on any special service with a higher fare (e.g., Stadium Bus Service) or ADA complementary paratransit service. The agreement may include a portion of passes to be supplied free of charge to the courts in exchange for promoting transit use in all juror summons.

A Regional Juror Day Pass is valid for travel on all NCTD and MTS services except Rapid Express, COASTER, or Rural services. A COASTER Regional Juror Day Pass is valid for travel on all NCTD and MTS services.

The price for Regional Juror Day Passes sold to the courts shall be based on the price of the Regional Day Pass and included in the agreement with the court. The price for COASTER Regional Juror Day Passes sold to the courts shall be based on the price of the COASTER Regional Day Pass and included in the agreement with the court.

Each Juror Day Pass becomes activated/valid on the day it is tapped by the passenger.

#### 4.3.9 Advance Purchase Group Day Pass Sales

Groups wishing to purchase a large amount of Day Passes shall be entitled to obtain passes at discount rates when the passes are purchased at least 21 days in advance.

#### **4.3.10 Monthly Passes**

All Calendar Month Passes shall be valid until the end of the Service Day on the last day of the calendar month. All 30-Day Passes shall be valid for 30 consecutive days commencing on the first day the pass is validated.

#### **4.3.11 Tokens**

Tokens are a legacy fare that is no longer sold or issued, but remain in circulation. If a token is presented they shall entitle the person holding the universal token to up to a \$2.50 cash fare value trip on any MTS bus, Trolley, BREEZE, or SPRINTER service, except ADA paratransit services. Some services may require a cash upgrade in conjunction with the Regional Universal Token.

Tokens will not be accepted for payment of any COASTER, Access, LIFT, or Rapid Express single-trip fare. Multiple tokens may be used to pay fares or purchase passes with a value of more than one local bus trip, but change will not be given.

### **Section 4.4: COMPASS CARDS**

#### **4.4.1 Card Acquisition and Registration**

MTS, the administrator of the Compass Card Program, may require a nonrefundable fee for passengers wishing to acquire a Compass Card. The fee shall not exceed \$5.

Compass Card users may elect to register their card. If registered, users will be entitled to one free replacement if the card is lost or stolen. Additionally, registered users of the Compass Card are entitled to balance protection. Registered users will be reimbursed the value of their cash or transit product at the time the card is reported lost or stolen. Reimbursement will be provided on a new Compass Card. An unregistered user shall have no right to reimbursement or refund of a Compass Card balance even if the card is lost or stolen. Registered Compass Cards are not transferable.

Compass Card users may opt not to participate in the registration program, but shall be required to pay the above-mentioned fee and will not receive the benefits of registration. Whether or not a user pays a fee or participates in the registration program, the Compass Card shall be the property of MTS and may be revoked and/or confiscated by MTS or NCTD.

#### **4.4.2 Validating a Compass Card**

Compass Card users who have a transit fare product or Stored Value loaded on their card must validate their card each time they board a bus or train. Passengers who fail to tap and validate their Compass Card as required may be deemed to not be in possession of a valid fare consistent with the ordinances and policies of MTS and NCTD.

#### **4.4.3 Inspection and Use of Compass Cards**

Users of the Compass Card must produce the Compass Card for inspection by authorized MTS or NCTD personnel or their designated agents. The Compass Card is intended as a fare payment device on MTS, NCTD, or any transportation service that is part of the San Diego Regional Fare System. Any nonauthorized use of the card is strictly forbidden.

#### **4.4.4 Refunds of Stored Value and Transit Products**

Refunds will not be issued for transit pass products loaded onto a Compass Card.

#### **4.4.5 Photographs of Cardholders**

A photograph of a registered card holder may be printed onto a Compass Card if requested by the registered user. MTS or NCTD may charge a fee for placement of a photograph on the Compass Card. Compass Cards bearing a photograph only may be used by the person whose photograph appears on the card.

#### **4.4.6 Stored Value**

The Stored Value feature of a Compass Card (Compass Cash) may be loaded with cash value. A Compass Card with Stored Value may not be used to purchase an additional or replacement Compass Card. A Compass Card with Stored Value may not be used to purchase fare products or Stored Value to be loaded onto a different Compass Card.

#### **4.4.7 Default Fare for Stored Value**

All card holders boarding any bus or rail vehicle and paying their fare with Stored Value on a Compass Card will have the applicable one-way fare cost deducted from the Compass Card when a farebox or platform validator is tapped. Passengers boarding a bus must advise the driver before tapping if they wish to purchase a Day Pass. Passengers boarding a service at any station or stop equipped with platform validators and TVMs must use the TVM if the passenger prefers to purchase a paper single-trip ticket or a product other than the default Day Pass for the service they will be boarding.

### **SECTION 4.5: MOBILE TICKETING**

Compass Cloud is a mobile phone application allowing for the purchase of select fares. It has the capability to offer the full range of fares and passes, including special events, universal passes, discounted fares, one-way fares, day passes and monthly passes. The products offered are at the discretion of the transit agencies. Discounted fares and universal passes may require proof of eligibility to make the fares available. Eligibility rules are at the discretion of the transit agencies. Refunds will not be issued for transit pass products loaded onto Compass Cloud.

#### Section 4.6: DISCOUNTED POST-SECONDARY AND GROUP PASSES

##### **4.6.1 Post-Secondary Discounted Passes**

MTS and NCTD shall each have the right to negotiate agreements, individually or jointly, with educational institutions. MTS and NCTD may establish their own policies, terms or eligibility rules regarding the sale of the passes in the sales agreements; however, the prices to the education institutions must conform to this Ordinance.

##### **4.6.1.1 Discounted Calendar Monthly Post-Secondary Regional Pass**

The price of a Regional Monthly / 30-Day Pass for post-secondary institutions shall be



80 percent of the price of an Adult Regional Monthly / 30-Day Pass. The discounted pass shall be valid for unlimited travel during a calendar month or 30-day period.

#### **4.6.1.2 Discounted Post-Secondary Regional Quarter/Trimester/Semester Pass**

The price of the quarter/trimester/semester pass for post-secondary educational institutions shall be based on 65 percent of the price of an Adult Regional Monthly / 30-Day Pass, divided by 31 and multiplied by the number of days in the academic term.

The discounted Regional pass shall be valid for unlimited travel during an academic term until the end of the Service Day on the last day of the academic term. All Regional Pass rules apply to the Post-Secondary Regional Quarter/Trimester/Semester Pass.

### **4.6.2 Group Pass Program**

#### **4.6.2.1 Ecopass Group Sales Pass Program**

This program is for businesses or groups who purchase Regional and Premium passes and who are willing to purchase sufficient passes to provide a full year of transportation for 10 employees or members at a discounted rate and execute a participation agreement.

The pass price discount would be based on the pre-purchase of a specified number of passes for a 12-month period. Only one three-month trial program is permitted per employer or group interested in testing the program. Advance payment is generally required for both the trial program and permanent program annual passes. Participants may purchase additional monthly passes as provided in the participation agreement at a discounted rate.

The price of the employer or group sales pass program shall be set according to the number of annual regular adult passes purchased as defined in the participation agreement. All passes purchased in excess of limits in the participation agreement may be sold at retail rates.

#### **4.6.2.2 Universal Pass Program**

MTS and NCTD shall each have the right to negotiate U-Pass agreements, individually or jointly, with sponsoring entities. MTS and NCTD may establish their own policies, terms, or eligibility rules regarding the sale of the U-Pass in the sales agreements.

Upon entering into an agreement with MTS that meets MTS requirements, sponsoring entities may purchase a U Pass at the negotiated rate to provide to the designated, guaranteed participation group. The negotiated fare/payment shall be sufficient to compensate MTS for the estimated actual ridership from the guaranteed participation group.

### Section 4.7: SPECIAL FARES

#### **4.7.1 Sworn Peace Officers**

MTS and NCTD transit operators will allow all San Diego County, state, and federal sworn peace officers, in uniform or in civilian clothes, to ride on scheduled bus and train routes without charge.

Officers must show identification when requested by MTS or NCTD.

#### **4.7.2 Temporary, Promotional, and Experimental Fares**

MTS and NCTD shall have the ability to set temporary, promotional, and experimental fares. Temporary, promotional, and experimental fares are defined as fares implemented for no more than 12 months for seasonal events or for marketing purposes. These fares, because of their short term/temporary nature, are not included in this Ordinance.

### Section 4.8: S/D/M AND YOUTH CARDS ELIGIBILITY AND REQUIREMENTS

#### **4.8.1 Eligibility**

In order to be eligible to purchase discounted S/D/M Passes, passengers must present an S/D/M or person with disabilities Compass Card with integral photo identification or one of the valid identification cards listed in Section 4.8.3.2.

#### **4.8.2 Seniors**

Seniors must provide a valid Medicare card, state-issued driver's license, government-issued photo identification, or an S/D/M Compass Card with integral photo identification when paying a Cash Fare, purchasing a Senior Pass, or boarding a transit vehicle with a Senior Pass.

#### **4.8.3 Persons with Disabilities and Medicare**

##### **4.8.3.1 Cash Fares**

All persons with a valid MTS identification card, Medicare Card, NCTD disabled identification card, State of California Department of Motor Vehicles (DMV) disabled identification card, or DMV placard identification card shall be permitted to pay the S/D/M single cash fare.

##### **4.8.3.2 Compass Cards**

In order to receive a reduced fare Compass Card, a person with a disability must present for approval their completed application form and show a government-issued photo identification card and original versions of at least one of the following (photocopies will not be accepted) at the time of submitting the application:

- 4.8.3.2.1** State of California DMV disabled identification card, (the white receipt from the DMV)
- 4.8.3.2.2** State of California DMV placard identification card
- 4.8.3.2.3** ADA Paratransit Identification Card
- 4.8.3.2.4** Certification on the application form by a doctor or a qualified health care professional or a statement from a physician or rehabilitation center (on original letterhead or prescription notepad with an original signature). In addition to the nature of the disability, the statement should identify whether it

is permanent or temporary in nature

- 4.8.3.2.5** Individualized Education Program from school for disabled students
- 4.8.3.2.6** Current year Supplemental Security Income. (S.S.I.) or Social Security Administration (S.S.A.), or Social Security Disability Insurance (S.S.D.I.) award letter
- 4.8.3.2.7** Letter from the Epilepsy Foundation
- 4.8.3.2.8** Letter from the San Diego Center for the Blind
- 4.8.3.2.9** Letter from the San Diego Regional Center
- 4.8.3.2.10** Unexpired MTS or NCTD disabled identification card

#### **4.8.4 Youth**

Youth must provide upon request valid school, college, or government-issued photo identification to establish eligibility for a Youth discount when boarding a transit vehicle with a Youth pass.

#### Section 4.9: ADA Paratransit

##### **4.9.1 Fares**

The Cash Fare for ADA paratransit per ride for ADA-certified passengers for one complete trip, origin to destination, regardless of any need to transfer between ADA transit operators or zones, shall be double the local fixed-route fare of the typical fixed-route service linking the origin and destination based on a determination by MTS or NCTD. Such determination must be made by calculating the regular fixed-route fare, including transfers for a trip of similar length, at a similar time of day, on the transit operators fixed-route system.

All ADA prepaid fare media only will be good on the system for which it was created. ADA prepaid fare media may not be loaded onto a Compass Card.

One personal care attendant may ride free with each ADA passenger riding an ADA paratransit or transit vehicle if requirement is identified on ADA certification.

##### **4.9.2 LIFT and Access Transfers**

Paratransit customers needing to transfer between MTS Access, and NCTD LIFT or FLEX will need to pay the corresponding fares.

*(Section 4.8 adopted and amended 1/19/12)*

*(Section 4.9 amended 7/17/08)*

#### Section 4.11: Public Notice

Before the expiration of fifteen (15) days after its passage, a summary of this Ordinance shall be

published once with the names and members voting for and against the same in a newspaper of general circulation published in the County of San Diego.

**(Section 4.11 amended 7/17/08)**

Section 4.12: Effective Date of Ordinance

This Ordinance shall become effective on July 13, 2019.

**(Section 4.12 amended 6/13/2019/10/30/14)**

Amended: 6/13/19	Amended: 07/11/85
Amended: 10/30/14	Amended: 05/23/85
Amended: 1/19/12	Amended: 10/04/84
Amended: 5/28/09	Amended: 07/19/84
Amended: 11/13/08	Repealed & Readopted: 02/27/84
Amended: 7/17/08	Amended: 07/25/83
Amended: 11/8/07	Amended: 07/11/83
Amended: 12/8/05	Repealed & Readopted: 05/24/82
Amended: 1/15/04	Amended: 10/05/81
Amended: 11/13/03	Amended: 07/08/81
Amended: 05/22/03	Amended: 06/30/81
Amended: 04/10/03	Adopted: 06/08/81
Amended: 10/17/02	
Amended: 06/14/01	
Amended: 05/10/01	
Amended: 08/10/00	
Amended: 07/13/00	
Amended: 05/13/99	
Amended: 02/26/98	
Repeal & Readopted: 07/17/97	
(operative – 11/23/97)	
Amended: 04/28/94	
Amended: 01/13/94	
Amended: 07/08/93	
Amended: 02/11/93	
Repealed & Readopted: 05/28/92	
Amended: 01/09/92	
Repealed & Readopted: 03/14/91	
Amended: 09/27/90	
Amended: 05/10/90	
Repealed & Readopted: 02/23/89	
Amended: 11/10/88	
Repealed & Readopted: 02/25/88	
Amended: 12/10/87	
Amended: 10/09/86	
Amended: 04/24/86	
Amended: 03/01/86	
Repealed & Readopted: 12/05/85	

## Summary of Approved Fare Changes

### Single Ride

- MTS Bus
  - Adult and Youth would increase from \$2.25 to \$2.50
  - Senior/Disabled/Medicare would increase from \$1.10 to \$1.25
- MTS Rural
  - Adult and Youth Rural two-zone currently (\$5-\$10), would blend to an \$8 flat fare
  - Senior/Disabled/Medicare two-zone currently (\$2.50-\$5), would blend to a \$4 flat fare
- NCTD Breeze/Sprinter
  - Would increase to \$2.50 for Adult/Youth and \$1.25 for SDM, in parallel with MTS
- NCTD Coaster
  - Zone 1 would increase for Adult from \$4 to \$5, SDM/Youth would increase from \$2 to \$2.50
  - Zone 2 would increase for Adult from \$5 to \$5.75, SDM/Youth would increase from \$2.50 to \$2.75
  - Zone 3 would increase for Adult from \$5.50 to \$6.50, SDM/Youth would increase from \$2.75 to \$3.25
- MTS Access
  - Would increase from \$4.50 to \$5
- NCTD Lift
  - Would increase from \$3.50 to \$5

### Day and Monthly Passes

- Regional 1-Day Pass (Modes: MTS Bus, Trolley, Rapid, NCTD Breeze/Sprinter)
  - Adult 1-Day Pass would increase from \$5 to \$6
  - **NEW: Introduction of SDM and Youth 1-Day Pass at \$3**
- Regional 30-Day/Monthly Pass (Modes: MTS Bus, Trolley, Rapid, NCTD Breeze/Sprinter)
  - Adult would remain at \$72
  - SDM would increase from \$18 to \$23
  - Youth would decrease from \$36 to \$23
  - Both SDM and Youth would receive a 68% discount

- Premium Regional 1-Day Pass (Includes Regional Pass Modes and MTS Rapid Express and NCTD Flex, except Flex 372 and Coaster)
  - Adult 1-Day-\$12
  - **NEW: Introduction of SDM and Youth Premium Regional 1-Day Pass at \$6**
  
- Premium Regional 30-Day/Monthly Pass (Includes Regional Pass Modes, MTS Rapid Express, MTS Rural and NCTD Flex, except Flex 372 and Coaster)
  - Adult would remain at \$100
  - SDM would increase from \$25 to \$32
  - Youth would decrease from \$50 to \$32
  - Both SDM and Youth would receive a 68% discount
  
- NCTD Coaster Regional 1-Day Pass (Rapid Express + all Coaster zones)
  - **NEW: Introduction of Adult 1-Day Pass at \$15**
  - **NEW: Introduction of SDM and Youth 1-Day Pass at \$7.50**
  
- NCTD Coaster Regional 30-Day/Monthly Pass
  - Adult 1 Zone-\$140
  - Adult 2 Zone-\$161
  - Adult 3 Zone-\$182
  - SDM and Youth-\$58 flat fare

## **Simplification**

- Elimination of 2,3,4 and 14-day passes
- Elimination of Trolley transfers to align with bus policy
- Elimination of Sprinter/Breeze 30-Day/Monthly Pass (Will now be \$72 to include service on the MTS bus and Trolley)

## **Other Policy Changes**

- Increasing the minimum age for senior discounts from 60 to 65 years (seniors 60 or older as of September 1, 2019 will remain eligible for reduced fares)



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## Agenda Item No. 10

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

June 13, 2019

#### SUBJECT:

FISCAL YEAR 2020 TRANSPORTATION DEVELOPMENT ACT (TDA) CLAIM

#### RECOMMENDATION:

That the MTS Board of Directors adopt Resolution Nos. 19-5 (Attachment A), 19-6 (Attachment B), and 19-7 (Attachment C) approving fiscal year (FY) 2020 TDA Article 4.0, 4.5, and 8.0 claims allocating \$100,576,245 in TDA revenues for MTS.

#### Budget Impact

The FY 2020 TDA claims would result in the approval of \$100,576,245 in TDA funds for MTS to be utilized in the FY 2020 operating and capital budgets.

#### DISCUSSION:

TDA provides one-quarter percent of the state sales tax for operating and capital support of public transportation systems and non-motorized transportation projects. The San Diego Association of Governments (SANDAG), as the designated Regional Transportation Planning Agency, is responsible for the allocation of TDA funds to the regional cities, the County, and transit operators. At its February 22, 2019 meeting, the SANDAG Board of Directors approved the San Diego County Auditor's regional estimate of \$152,811,596 for the fiscal year 2020 TDA apportionment.

A Master Memorandum of Understanding (MOU) exists between SANDAG, MTS, and the North County Transit District (NCTD) with respect to the functions and responsibilities transferred to SANDAG as a result of Senate Bill 1703 (Peace, 2003). Pursuant to the MOU, both transit agencies transfer TDA funding to SANDAG annually to pay for the administrative and planning functions that transferred to SANDAG as a result of the consolidation. The MOU is updated as circumstances change. For fiscal year 2020, \$1,967,842 in funding will remain with SANDAG for transferred administrative and planning functions.



TDA allocations are authorized under four separate articles of the law. Article 4 funds are used to provide general public transit services. Article 4.5 funds are designated for community transit services, and pursuant to SANDAG Board Policy No. 027, are allocated within the San Diego region to support paratransit services required by the Americans with Disabilities Act (ADA). Article 8 funds support specialized services such as express bus and ferry services.

A total of \$100,576,245 is estimated to be allocated to MTS for FY 2020. This includes \$94,750,832 in TDA Article 4.0 claims, \$57,679,594 of which will fund operating activities, and the remaining \$37,071,238 will fund the Capital Improvement Program (CIP); \$5,041,994 in Article 4.5 claims to fund the MTS Access Paratransit services; and \$783,419 in Article 8.0 claims to fund the ferry/commuter express services.

Therefore, staff recommends that the MTS Board of Directors adopt Resolution Nos. 19-5 (Attachment A), 19-6 (Attachment B), and 19-7 (Attachment C) approving fiscal year (FY) 2020 TDA Article 4.0, 4.5, and 8.0 claims allocating \$100,576,245 in TDA revenues for MTS.

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

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

Attachments: A. Resolution No. 19-5  
B. Resolution No. 19-6  
C. Resolution No. 19-7



**San Diego Metropolitan Transit System  
Authorizing Resolution**

**Resolution Number 19-5**

**Resolution Approving Fiscal Year 2020 Transportation Development Act, Article 4.0**

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

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved the MTS FY 2020 TDA claim, and

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

WHEREAS, MTS and SANDAG staffs have analyzed this amendment and found it to be warranted pursuant to Section 6659 of Title 21 of the California Code of Regulations (CCR);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2020 TDA Article 4.0 MTS TDA claim of \$94,750,832; \$57,679,594 of the 4.0 TDA claim will be used for operating activities, and the remaining \$37,071,238 will be used to fund capital.

PASSED AND ADOPTED by the Board of Directors this 13th day of June 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

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

Filed by:

Approved as to form:

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

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

# San Diego Metropolitan Transit System Authorizing Resolution

## Resolution Number 19-6

### Resolution Approving Fiscal Year 2020 Transportation Development Act, Article 4.5

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

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved the MTS FY 2020 TDA claim, and

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

WHEREAS, MTS and SANDAG staffs have analyzed this amendment and found it to be warranted pursuant to Section 6659 of Title 21 of the California Code of Regulations (CCR);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2020 TDA Article 4.5 MTS TDA claim of \$5,041,994. The allocation will be used to fund the MTS Access Paratransit services.

PASSED AND ADOPTED by the Board of Directors this 13th day of June 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

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

Filed by:

Approved as to form:

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

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

# San Diego Metropolitan Transit System Authorizing Resolution

## Resolution Number 19-7

### Resolution Approving Fiscal Year 2020 Transportation Development Act, Article 8.0

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

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved the MTS FY 2020 TDA claim, and

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

WHEREAS, MTS and SANDAG staffs have analyzed this amendment and found it to be warranted pursuant to Section 6659 of Title 21 of the California Code of Regulations (CCR);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2020 TDA Article 8.0 MTS TDA claim of \$783,419. The allocation will be used to fund the ferry/commuter express services.

PASSED AND ADOPTED by the Board of Directors this 13th day of June 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

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

Filed by:

Approved as to form:

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

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



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## Agenda Item No. 11

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

June 13, 2019

#### SUBJECT:

INSURANCE BROKERAGE AND CONSULTING SERVICES CONTRACT

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2231.0-19 in the amount of \$839,475.00 (in substantially the same format as Attachment A) to Alliant Insurance Services, Inc. for insurance brokerage and consulting services effective July 1, 2019.

#### Budget Impact

Funds are budgeted annually and are included in the Risk Management operating budget number 633010-563110 and shall not exceed the total amount of \$839,475.00.

#### DISCUSSION:

The San Diego Metropolitan Transit System requested proposals from qualified contracted brokers to provide Insurance Brokerage and Risk Management Consulting Services. The Scope of Work (Attachment B) for these services is divided into two (2) categories/components as reflected below:

- Insurance Placements & Policy Management
- Risk Management Consulting

A Request for Proposals (RFP) to provide the Insurance Brokerage and Consulting Services was issued on January 3, 2019. The following firms submitted proposals by the February 25, 2019 due date:

1. Alliant insurance Services, Inc.
2. Arthur J. Gallagher Risk Management Services, Inc.



A selection committee consisting of representatives from various MTS departments met and rated the proposals based on the following criteria:

- |    |                                           |     |
|----|-------------------------------------------|-----|
| 1. | Project Experience                        | 25% |
| 2. | Staff Qualifications                      | 25% |
| 3. | Proposed Methodology and Approach to Work | 20% |
| 4. | Cost/Price                                | 30% |

After evaluating the proposals, the committee proposed that Alliant Insurance Services, Inc. be awarded the contract to provide the insurance brokerage and consulting services as outlined in the RFP Scope of Work. Services are recommended to commence on July 1, 2019. The contract would be awarded for five (5) years with five (5) 1-year renewal options to be exercised as appropriate.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2231.0-19 to provide Insurance Brokerage and Consulting Services in the amount of \$839,475.00 for five (5) years with five (5) 1-year renewal options.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

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

Attachments: A. Draft MTS Doc. No. G2231.0-19  
B. Scope of Work

DRAFT
STANDARD SERVICES AGREEMENT

G2231.0-19
CONTRACT NUMBER
FILE NUMBER(S)

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_ 2019, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: Alliant Insurance Services, Inc. Address: 100 Pine Street, 11th Floor
Form of Business: Corporation San Francisco, CA 94111
(Corporation, partnership, sole proprietor, etc.) Telephone: 415-403-1421
Authorized person to sign contracts: Dennis Mulqueeny Sr. Vice President
Name Title

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

Provide Insurance Brokerage and Consultation Services as specified in the Scope of Work (attached as Exhibit A), in accordance with the Standard Services Agreement, including Standard Conditions Services (attached as Exhibit B, Alliant's Proposal (attached as Exhibit C) and signed MTS forms - Alliant's (attached as Exhibit D).

The base contract will be effective for a five (5) year period of July 1, 2019, through June 30, 2024, with an option to extend five (5) 1-years (July 1, 2024 to June 30, 2029) renewal options at the sole discretion of MTS.

The base contract cost will not exceed \$839,475 without the express written consent of MTS.

Table with 2 columns: SAN DIEGO METROPOLITAN TRANSIT SYSTEM and CONTRACTOR AUTHORIZATION. Rows include signature lines for Chief Executive Officer, Office of General Counsel, Firm, Signature, and Title.

## **B.1 SCOPE OF WORK FOR SERVICES**

### **B.1.1 GENERAL**

The San Diego Metropolitan Transit System, (hereinafter referred to as “MTS”), is seeking proposals from a qualified contracted broker (hereinafter referred to as “Broker”) to provide Insurance Brokerage and Risk Management Consulting Services. The Scope of Work for these services is divided into three (3) categories/components as reflected below:

- I Insurance Placements & Policy Management
- II Risk Management Consulting

It is MTS’s intent to select a broker for insurance and risk management consulting services to carry out the following tasks:

### **B.1.2 CATEGORY I – INSURANCE PLACEMENTS**

1. Obtain insurance coverage and premium quotations for MTS and its subsidiary agencies. Upon approval by MTS, procure insurance from acceptable worldwide markets. Prepare coverage with financially sound and stable carriers. Obtain and retain favorable pricing.
2. Provide all professional services necessary to obtain recommended and approved types and limits of insurance for MTS and others that may require additional insured status under agreements entered into by MTS.
3. Make coverage recommendations in terms of carriers’ capacity, risk exposures, policy terms, policy conditions, claims handling capability, and pricing.
4. Recommend deductible and self-insurance retention programs or alternatives to traditional insurance where appropriate.
5. Assist in negotiating changes to insurance policy language with underwriters as needed, document any negotiated changes, and review actual policies once obtained to ensure that negotiated provisions are included and correctly worded.
6. Develop specifications and market coverages as required within sixty (60) to ninety (90) days of renewal; also, present renewal options to the MTS Risk Management staff and on rare occasions to the MTS Board of Directors as required.
7. Bind, place, and invoice coverage promptly; send insurance binders/summaries of coverage upon the effective date of coverage. Strive to deliver full insurance policies within sixty (60) days of coverage going into effect.
8. Provide annual report which contains Broker’s recommendations as to procuring the most cost effective insurance programs with adequate coverage limits and a discussion of marketplace changes and any known future concerns.
9. Monitor contract insurance requirements along with the coverage documentation provided in compliance of those contracts by sub-contracting MTS’s certificate of

- insurance tracking to a third party vendor. Notify MTS about any contracts that are out of compliance with the insurance terms.
10. As requested, review MTS's standard form contracts and agreements, including leases and tenders, to provide advice on insurance and indemnity issues.
  11. Provide specific advice on insurance and indemnity provisions, and other risk management strategies as requested on various MTS contracts.
  12. Assist in the decision of claims reporting and coordination of identified claims. Place appropriate carriers on notice of claims, incidents or events as required.
  13. Designate a service team that will be available at any time upon reasonable notice on all matters relating to the various tasks in this Scope of Work. Any replacement of the team leader would be subject to MTS review and approval. Broker should notify MTS promptly of any service account team member changes.
  14. Assist in the annual development of insurance policy information and policy application submission with MTS staff.
  15. Utilize standard and follow-form policies where requirements are not unique and there are benefits to doing so.
  16. Where advantageous, author a manuscript form to meet the specific needs of MTS as opposed to trying to conform those needs to standard policy forms. Design all insurance programs and policies to provide required coverage at optimum cost.
  17. As mutually agreed, initiate marketing of renewal lines of coverage two to three months in advance of expiration, identifying markets of choice and anticipated results.
  18. Obtain sample policies from potential carriers and analyze positive and negative provisions; provide summary to MTS of policy language comparisons when more than one policy is available.
  19. Notify MTS concerning changes or proposed changes that may affect the status of insurance placements.
  20. All fiscal activities should be transparent and fully disclosed as it pertains to the purchase of insurance policies and services. If an owned or affiliated broker is used for part or entire placement, disclose income received and be prepared to verify incomes earned.
  21. Preparing and delivering insurance certificates evidencing any insurance coverage provided as part of the services when requested/required; and status review and updates, with additional meetings if required by circumstances.
  22. Keep MTS up to date on insurance marketplace conditions.



23. Prepare a forecast in advance (December/January) for the next fiscal year [July 1 through June 30] of insurance premiums and services costs, and provide notice of interim changes when anticipated.
24. Assist in providing detailed analysis of MTS's program exposures and loss experiences, with a view to assisting MTS in determining the most efficient and cost effective risk management and insurance programs.
25. Analyze, design, execute, and adjust MTS's insurance program as changing circumstances arise for MTS.
26. Meet with MTS periodically to discuss issues raised by the insurance program analysis, and other issues as they may arise throughout the year. Telephonic meetings are acceptable; however, in person meetings may also be required as appropriate.
27. Submit annual reports to MTS reviewing the overall insurance status of MTS, highlight areas requiring action, and provide an outlook section detailing new developments, upcoming events, or possible future concerns.
28. Retain a third party certificate tracking vendor to closely monitor contractor compliance with the insurance requirements of each specific contract by reviewing certificates, endorsements, and specimen policies. Maintain a computer database of the status of each contract, and provide MTS with periodic updates on contractor compliance.
29. Provide input relating to insurance and/or bonds during the contract drafting stage with third parties in order to identify potentially serious hazards, analyze the hazards, assist in arranging the transfer of risk to third parties as appropriate, and make recommendations as to the coverages/limits to be required by the contracts.
30. Service team should help identify and analyze exposures to accidental loss or damage and assist to develop methods to mitigate the potential of the exposures.

### **Specifications**

#### **I. Services Required**

- a. MTS requires brokerage services for up to a ten (10) year period with a five (5) year base term commencing July 1, 2019, and terminating on June 30, 2024; and then five (5) 1-year Options shall be effective July 1, 2024 through June 30, 2029, exercisable at both MTS's and Broker's discretion. Broker is to represent MTS's interests relating to risk management strategies, including but not limited to, the placement of insurance for the programs and activities described below.
- b. MTS is a public agency. MTS is charged with designing and operating or causing to be operated a multi-modal transit service in the Greater San Diego Area and the City of San Diego. MTS provides some service to communities surrounding its immediate service area. MTS may be expanding service to other communities during the term of this

Agreement, such as the Mid-Coast trolley expansion that is scheduled to begin operating in 2021. MTS's transit services include:

- i. Light rail service provided by San Diego Trolley, Inc. (SDTI), using their respective operating crews, with equipment owned by or leased by MTS, on railway rights of way owned;
  - ii. Bus services operated by San Diego Transit Corp. (SDTC) using its own operators and equipment;
  - iii. Contracted transportation services for fixed route and paratransit services.
- c. Broker Insurance Services include:
- i. A light rail program, including third party personal injury and property damage liability coverage renewable on March 1 each year;
  - ii. A bus fleet program, including third party personal injury and property damage liability coverage for MTS's bus and property damage coverage for damage to MTS's bus fleet, renewable on March 1 each year;
  - iii. A Commercial General Liability program, renewed on March 1 each year;
  - iv. Excess workers' compensation program, renewed on March 1 every year.
  - v. Crime policy that renews in July each year.
  - vi. Pension Fiduciary policy that renews in August each year.
  - vii. Special liability insurance programs for Taxi Administration and Bird Trail functions.
  - viii. Other coverage that may be required as a result of a change in business philosophy, government direction or growth. (For example, MTS currently purchases its property insurance and cyber liability insurance through a joint powers authority relationship with the CSAC-EIA. It could be that during the course of this contract, Broker would be asked to obtain pricing on these lines of coverage and opine whether MTS should continue purchasing it through the EIA or transition to a stand-alone coverage program.)
  - ix. In addition to broker services for the programs described above, the services also include:

- Review of MTS's standard form contracts and agreements, including leases and tenders;
  - Provide advice on indemnity and insurance issues;
  - Specific advice on indemnity and insurance provisions, and other risk management strategies, for major information technology contracts;
  - Ongoing advice on emergent tasks, such as commenting on indemnity and insurance provisions in agreements provided by potential contracting parties;
  - Preparing and delivering insurance certificates evidencing any insurance coverage provided as part of the services when required;
  - Status review meetings as required by circumstances. Said meetings can largely be conducted telephonically.
- d. The services would be provided as part of a detailed report analysis of MTS's program exposures and loss experiences, with the intent to assist MTS in determining the most efficient and cost effective risk management and insurance programs. The report should contain the Broker's recommendation as to the most appropriate strategy to implement in the program year and any subsequent years. Prior to finalizing the report, the Broker should meet with MTS to discuss issues raised by the analysis.
- e. MTS will select a risk management strategy for each of the light rail and bus operations and any other programs that may materialize or renew, with coverage to be implemented by the effective date of each program as established by MTS.
- f. Broker may not be required to comply with MTS's standard procurement policies relative to securing the insurance. However, the method of procurement used by Broker to secure insurance, certificate of insurance tracking and any other risk management services on a sub-contracting basis will be subject to review and audit by MTS. Furthermore, said processes must be competitive, fair and transparent, so that any insurer capable of providing the required insurance has an opportunity to respond.

## II. Payment

MTS desires to pay Broker directly for any services, at the prices set out in the Contract on a flat fee/commission free basis. In other words, quotations from insurers or other risk management providers should be provided on the basis that

no fees, commissions, or other compensation of any nature or kind will be paid by the insurer or other risk management provider to Broker, or charged to MTS. MTS shall have the right to request written confirmation of this requirement from insurers or other risk management providers.

### III. Schedule

Proposers must be able to obtain insurance binders for MTS on current policy types and amounts on or before the renewal dates of each policy. Proposals submitted with schedules that cannot meet these deadlines will be disqualified.

### IV. Special Considerations

Please see the attached "Fact Sheet" about MTS's services and statistics.

### V. The San Diego Metropolitan Transit System (MTS) is requesting written proposals to provide insurance broker services (Broker) for MTS's insurance coverage to include, but not be limited to:

- Commercial Excess General & Auto Liability
- Directors & Officers Liability
- Excess Workers' Compensation Liability
- Pollution Liability
- Cyber Liability \*
- Property \*
- Commercial Crime
- San Diego Transit Corporation Pension Fiduciary
- Special Liability Policy for Taxi Regulatory duties
- Special Liability Policy for Bird Trail in Chula Vista; reimbursable by the Friends of the Department of Fish and Wildlife.
- Three Surety Bonds Presently -- (Subdivision Improvement; Fish & Wildlife Wetlands Mitigation and Notary E&O)

\*\* Property and cyber liability coverage are currently placed through the CSAC-EIA outside of these contractual requirements.

This is a broker selection process, and MTS is not authorizing anyone to approach insurance markets on behalf of MTS. Depending on markets and circumstances, MTS may continue to split broker services per line of coverage.

#### - Minimum Requirements:

- Current California insurance broker license issued by the California Department of Insurance.
- Ten (10) years' experience with commercial insurance policies.
- Ten (10) years' experience with working with public entities.

- Preferred experience of any duration working with public transit.

### **B.1.3 CATEGORY II: RISK MANAGEMENT CONSULTING**

#### **1. Service Overview**

The Scope of Work, as may be modified through negotiation and/or by written addendum, will be made a part of the Agreement. While the exact nature and extent of the services are subject to negotiations, the minimum professional service requirements are as follows:

- Act as an independent insurance Broker/Consultant to MTS and proactively provide ongoing unbiased professional advice and recommendations as it pertains to MTS's risk exposures and insurance programs.
- Assure that approved policies are placed in a timely manner, without lapses in coverage periods, with reputable and financially responsible insurers.
- Provide service for the insurance policies placed for MTS including processing all changes and endorsements and verifying the accuracy of invoices within a reasonable time.
- Provide early warning of rate and coverage changes or renewal problems through a process to be mutually agreed to with MTS.
- Upon request of MTS, but at least once a year, provide a comprehensive report that reviews all of MTS's insurance programs.
- Be available to answer questions or obtain answers for policy coverage questions.
- Meet with MTS staff and designated representatives as reasonably requested.
- Provide consultation service and written reports as specified, normally expected and/or requested.
- Provide loss control services and assistance with claims as requested by MTS.
- Assist in analyzing loss exposures from existing and new operations, and determine the appropriate risk management alternatives.

#### **2. Policy Review**

Review policies and other documents in detail within fourteen (14) days of receipt to check the wording and accuracy of each policy, binder, certificate, endorsement or other document received from insurers to ensure that the intended coverage is provided, and all coverage, terms and conditions, and other wording is complete and accurate, and in compliance with financial arrangements and administrative procedures acceptable to MTS. Obtain revisions needed to achieve compliance with coverage request.

#### **3. Policy Amendments**

Process requests for additions or deletions to policies within five (5) business days of receipt. Provide Follow up with insurer the insurer has handled request. Advise in writing of any changes to insurance policy(ies) within fourteen (14) days.

#### **4. Marketing**

- Monitor expiration dates of policies and provide MTS with written notification at least thirty (30) days prior to expiration, including a description of information needed to process the renewal.
- Develop and implement a marketing strategy, including identifying potential markets, for program renewals.
- Develop underwriting information and assist in gathering and organizing exposure and loss data for renewals of policies placed.
- Work for coverage of exposures, policy form, exclusions, deductibles, self-insured retentions, coordination with other policies, costs and other applicable factors.
- Market renewal coverages for MTS by obtaining timely and competitive quotations from insurers and re-insurers.
- Provide quotations to MTS at least thirty (30) days prior to insurance policy expiration unless otherwise approved by MTS.
- As requested, provide MTS with copies of declination letters and all premium quotations received with a summary of coverages explaining deficiencies or benefits of the quote compared to the recommended insurance program.
- Provide quotations for specialized types of insurance, as requested by MTS.

#### **5. Claims**

- Assist MTS staff in the filing of claims as necessary.
- Represent the interests of MTS in policy interpretation and other negotiations with insurance carriers.
- Provide annual summaries by policy year for at least each of the last five years indicating total number of losses and incurred amounts by type for each line of coverage.

#### **6. Certificates of Insurance**

- Issue certificates of insurance within three (3) business days following the date of request.

## 7. **Contract Review**

Review contracts and lease agreements as requested and notify MTS whether the insurance programs of MTS care in compliance with insurance requirements of contracts and/or agreements.

## 8. **Legal Compliance**

Comply with all State and Federal laws and regulations pertaining to insurance brokers licensed in the State of California.

## 9. **Conceptual Plan**

The Proposal should address, but is not limited to, the Scope of Work contained. Proposer may submit Proposal(s) for any or all lines of coverage. The Proposal should include the following:

- Describe potential designs of how the insurance program could be structured. Include discussions of risk analysis, design of coverage forms, use of deductibles, self-insured retentions or other alternative risk financing, layering of primary and excess coverage (if applicable), use of manuscript policies, and any services available or to be provided by insurers as part of the insurance placements. Describe how the marketplace would be approached, whether directly or through surplus lines facilities, brokerage firms, foreign brokers, reinsurance intermediaries, etc. Specifically describe involvement in reinsurance or excess insurance arrangements.
- Describe the activities and services that would be provided to MTS as part of the broker/consultant agreement. If available, include descriptions of support that would be provided in such areas as loss control, risk financing, risk analysis and other related services.

### a. **Scope of Work**

Describe how services will be provided. It is not necessary to address every item; however, Proposer must identify items that will not be provided and include any proposed enhancements.

## **B.1.4 INVOICING/PAYMENT**

MTS prefers quarterly invoicing by Broker. MTS will process the payment of each invoice within thirty (30) days of final invoice approval. Payments will not be processed until the current quarterly service period has ended. All invoices must always reference the Purchase Order number and/or Contract number. Consultant shall submit two (2) copies of an itemized invoice along with satisfactory supporting documentation approved by the MTS Project Manager to the following address:

Metropolitan Transit System (MTS)  
Attn: Accounts Payable  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101

Payment shall be based on as a fee-for-services with a total not-to-exceed cost for the services described and included in the Scope of Work. The successful Proposer shall be paid fees for services that shall include fixed rates for labor and usual travel and miscellaneous expenses.

Travel and expense related to the scope of work shall be submitted in accordance to MTS Travel and Expense Policy No. 44 following the guidelines for expense reimbursement. A copy of MTS Policy No. 44 is attached to the Sample Standard Services Agreement included with this RFP.

The following information is provided so that Proposers know what insurance MTS currently has in place, and can use the information when preparing a cost estimate. MTS includes wholly owned subsidiaries - SDTC & SDTI:

Type of Coverage	Policy Limit (Approximate)	Premium (Approximate)	SIR/ Deductible	Current Carrier
Excess General Liability	\$75,000,00	\$1.4 Million	\$2 Million	Four Layers: Munich Re; Lloyds of London; Great American Assurance Co.; Allied World Assurance Co.
Workers' Compensation Excess	Statutory	\$225,000	\$1 Million	Arch
Fiduciary	\$2 Million	\$15,700	\$2,500	Hudson
Commercial Crime (MTS, SDTC, SDTI)	\$1 Million	\$12,700	\$2,500	National Union Fire Insurance
Property (MTS)	\$600 Million	\$1.1 Million	\$25,000 All Risk/ \$100,000 Buses \$250,000 LRVs and \$1.5M Bridges and Tunnel	CSAC-EIA
Cyber Liability	\$5 Million	\$11,050	\$100,000	Lloyds of London & XL
Bird Trail General Liability – Paid by Fish & Wildlife Services	\$1 Million	\$1,024	None	Evanston Insurance Co.



Taxi Regulatory Administration Liability Policy	\$2 Million	\$7,600	\$1,00	Great American E&S
2 Surety Bonds Related to Mission Valley East & West Wetlands Mitigation Projects as required by Army Corps of Engineers and Dept. of Fish & Wildlife.	\$25 Million	\$13,545 – Mission Valley West & \$1,500 – Mission Valley East	None	Indemnity Company of CA & Developers Surety & Indemnity Co.
Notary Bond E&O	\$30,000	\$103	None	CNA Surety Co.



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## Agenda Item No. 12

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

June 13, 2019

#### SUBJECT:

ON-CALL JOB ORDER CONTRACTING (JOC) GENERAL CIVIL CONSTRUCTION SERVICES – 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. PWG275.0-19 (in substantially the same format as Attachment A) with ABC Construction Co., Inc. (ABC) for on-call civil construction services, in the amount of \$5,000,000.00, for three (3) years beginning on July 1, 2019 and ending on June 30, 2022.

#### Budget Impact

The contract will be funded by various MTS accounts. Funding will be included in the budget of each project for which a work order will be issued under this agreement.

#### DISCUSSION:

JOC is a procurement method under which public agencies may accomplish frequently encountered repairs, maintenance, and construction projects through a single, competitively procured long-term agreement.

The JOC program includes a catalogue of pricing for a variety of potential tasks to be performed. The tasks that have been pre-priced by our contractor, the Gordian Group. All potential contractors are subject to the pricing within this catalog. Each contractor then includes an adjustment factor, escalating their proposed price from the catalog price, to determine the total cost of the task order. The adjustment factor represents an average percentage increase over the catalog price (i.e. 1.25 adjustment factor represents 25% above the catalog price) for that respective task within the project. In order to select the lowest responsive responsible bidder, MTS staff compares each contractor's proposed adjustment factor.



The JOC contract under consideration includes repair, remodeling, or other repetitive work for general civil and site improvements. This includes, but is not limited to, earthwork, utilities, paving, concrete, drainage, landscaping mitigation, site clearing, and all required incidental professional and technical services.

On May 21, 2019, MTS issued an Invitation for Bids seeking a contractor to provide JOC general civil construction services with the award provided to the contractor with the lowest cumulative adjustment factor weighted as follows:

- Item 1: Normal Working Hours (Non-Railroad Right-of-Way) – 20%
- Item 2: Other Than Normal Hours (Non-Railroad Right-of-Way) – 5%
- Item 3: Normal Working Hours Along Railroad Right-of-Way – 50%
- Item 4: Other Than Normal Hours Along Railroad Right-of-Way – 5%
- Item 5: Restricted Work Shift – 20%

On May 21, 2019, three (3) bids were received from Ahrens Mechanical, ABC, and Ramona Paving and Construction Corp. Given the award is made to the bidder with the lowest cumulative adjustment factor over the pre-priced catalogue, MTS determined that ABC was the lowest responsive and responsible bidder.

<b>Contractor</b>	<b>Total Score</b>
<b>ABC</b>	<b>1.1748</b>
<b>Ramona Paving and Construction Corp</b>	<b>1.2383</b>
<b>Ahrens Mechanical</b>	<b>1.2450</b>

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWG275.0-19 (in substantially the same format as Attachment A) with ABC for on-call civil construction services, in the amount of \$5,000,000.00, for three (3) years beginning on July 1, 2019 and ending on June 30, 2022.

Today's action authorizes award of this on call contract to ABC. However, no specific project or spending is authorized. Individual projects/task orders will be processed according to the signature authority set forth in Board Policy No. 41 (e.g. task orders under \$100,000 will be approved by the CEO; task orders over \$100,000 will require Board approval).

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

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

Attachment: A. Draft Standard Construction Agreement, MTS Doc. No. PWG275.0-19

PWG275.0-19  
CONTRACT NUMBER

**STANDARD CONSTRUCTION AGREEMENT  
FOR  
JOB ORDER CONTRACT GENERAL CIVIL CONSTRUCTION SERVICES**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: ABC Construction Company Inc. Address: 3120 National Avenue

Form of Business: Corporation San Diego, CA 92113  
(Corporation, partnership, sole proprietor, etc.)

Telephone: (619) 239-3428

Authorized person to sign contracts: Kenneth Czubernat President  
Name Title

**The specified Contract Documents are part of this Agreement. The Contractor agrees to furnish to MTS services and materials, as follows:**

Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project as specified in the Scope of Work (Exhibit A), Bid Proposal (Exhibit B), and in accordance with the Standard Construction Agreement and Special Conditions (Exhibit C), Federal Requirements (Exhibit D) and JOC Special Conditions (Exhibit E).

**SCOPE OF WORK**

Contractor, for and in consideration of the payment to be made to Contractor as hereinafter provided, shall furnish all plant, labor, technical and professional services, supervision, materials and equipment, other than such materials and equipment as may be specified to be furnished by MTS, and perform all operations necessary to complete the Work in strict conformance with the Contract Documents (defined below) for the following public work of improvement:

**GENERAL CIVIL CONSTRUCTION SERVICES (JOC)**

Contractor is an independent contractor and not an agent of MTS. The Contractor and its surety shall be liable to MTS for any damages arising as a result of the Contractor's failure to comply with this obligation.

**CONTRACT TIME**

This agreement shall be valid for a period of three (3) years. The Work shall be commenced by the date stated in MTS's Notice to Proceed in the first Work Order of the Contract. The Contractor shall complete all Work required by the Contract Documents within the days specified in each Work Order.

**CONTRACT PRICE**

MTS shall pay to the Contractor the value of any executed Work Orders under the Contract as full compensation for the performance of the Work Order, subject to any additions or deductions as provided in each Work Order. The Contract is an indefinite-quantity contract for construction work and services. There is no Minimum Contract Value of Work Orders that the Contractor is guaranteed the opportunity to perform under this Contract. The Maximum Contract Value is \$5,000,000.00 over three (3) years.

The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Work Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the Adjustment Factors, as provided under the Bid Form.:

**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
- 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)
- JOC Special Conditions
- JOC Modifications to the General and Special Conditions
- Federal Requirements (Federal Transit Administration)
- Technical Specifications prepared by Gordian
- Standard Specifications (Excluding sections 1-9 in their entirety)
- Addenda
- Construction Task Catalog©

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	CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer	Firm: _____
Approved as to form:	By: _____ Signature
By: _____ Office of General Counsel	Title: _____



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## Agenda Item No. 13

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

June 13, 2019

#### SUBJECT:

SOLE SOURCE AWARD FOR MOTOROLA APX4500 RADIOS FOR THE REGIONAL TRANSIT MANAGEMENT SYSTEM (RTMS) AND RADIO UPGRADE PROJECT

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute a Purchase Order (PO) with Motorola Solutions, Inc. (Motorola), in the amount of \$608,762.50, on a sole source basis, for the purchase of 360 APX4500 radios.

#### Budget Impact

Funding for this project would be funded by the RTMS and Radio Site Upgrade Capital Improvement Program (CIP) project number 1007110001. The project is funded by a combination of a Federal Transit Administration Bus and Bus Facilities Program grant and local funds in the amount of \$608,762.50 (inclusive of 7.75% CA sales tax).

#### DISCUSSION:

As part of the current RTMS and Radio Site Upgrade project, the back-office system and vehicle hardware are being replaced with newer equipment for voice and data communications.

The current RTMS, which manages the daily transit operations of buses, is approximately 15 years old and will no longer be supported by Motorola for repairs after September 30, 2019. As a result, the radios will be replaced by the current model (APX4500), which has been used on the recent installations of RTMS in South Bay, East County, and Copley Park Divisions. Using the APX4500 radio for these installations is necessary for operational continuity across all MTS buses that are compatible and consistent with existing equipment.



The pricing provided by Motorola is through the County of San Diego's Regional Communications System (RCS) contract pricing of which MTS is a member. MTS is able to use the contract's negotiated discount pricing to obtain a significant discount (37.5%) from list prices of radios and radio equipment.

MTS staff have tried to obtain multiple quotes for the radio equipment, but since Motorola sells radios at the same list pricing through any vendor authorized to sell their radios, it isn't possible to obtain multiple quotes for radio equipment. Asking any other vendor for a quote results in a quote from Motorola itself. As a result, Motorola is the only vendor who can sell the radios and therefore staff recommends a sole source award for the radio purchase to Motorola.

MTS would not be able to negotiate a lower price than what is offered through the RCS contract. As a result, staff has determined that the price is fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute a PO with Motorola Solutions, Inc., in the amount of \$608,762.50, on a sole source basis, for the purchase of 360 APX4500 radios.

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

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

Attachment: A. Motorola Quote dated 5/13/19

QUOTE TO: San Diego Metropolitan Transportation  
 PREPARED BY: Ken Nordholm, Motorola Solutions  
 DATE: 13-May-19  
 Quote Valid through September 15, 2019



**MOTOROLA SOLUTIONS**

*Line #	Qty	Part Number	Item Description	List Price	Unit Discounted Price	Total Extended Discount Price
<b>APX4500 Remote Mount Mobile with 02 Control Head</b>						
1		M22URS9PW1 N	APX4500 7/800	\$1,564.00	\$977.50	
1a		Q811	SOFTWARE P25 CONVENTIONAL	\$650.00	\$406.25	
1b		G88	No Control Head needed	\$0.00	\$0.00	
1c		G444	APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	
1d		G67	REMOTE MOUNT	\$297.00	\$185.63	
1e		G90	No Mic needed	\$0.00	\$0.00	
1f		G142	No Speaker needed	\$0.00	\$0.00	
1g		G89	No antenna needed	\$0.00	\$0.00	
	360		<b>TOTAL APX4500 Mobile / 02 Control Head</b>	<b>\$2,511.00</b>	<b>\$1,569.38</b>	<b>\$564,976.80</b>

<b>Total Equipment:</b>	<b>\$564,976.80</b>
<b>7.75 % tax on Equipment</b>	<b>\$43,785.70</b>
<b>Total Equipment and Tax</b>	<b>\$608,762.50</b>

Quotation provided subject to the terms and conditions of the San Diego County Contract 553982. Pricing discount for RCS agencies.





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## Agenda Item No. 14

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

June 13, 2019

#### SUBJECT:

CISCO SMARTNET MAINTENANCE SUPPORT – 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. G2247.0-19 (in substantially the same format as Attachment A) with AT&T Corp. in the amount of \$246,612.32 for the provision of Cisco SMARTNET Maintenance Support for three (3) years.

#### Budget Impact

The funding for the agreement would be provided by MTS through general operating budget funds as part of the Information Technology (IT) Department's annual maintenance budget 571250-661010. The total value of this agreement will not exceed \$246,612.32 (inclusive of CA 7.75% sales tax).

#### DISCUSSION:

#### Background

MTS utilizes a network infrastructure comprised of Cisco core and Intermediate Distribution Frame network equipment to provide interconnectivity between computers, sites, servers, and IT systems and services. This supports a variety of day-to-day business operations including e-mail, financial management systems, asset management systems, maintenance management systems, bus and train operations systems, Internet connectivity, dispatch and radio communications systems, and many other essential services.

The Cisco SMARTNET maintenance agreement will provide technical support, troubleshooting on both hardware and software issues, and replacement of defective hardware and software updates on all Cisco systems as they become available.



On April 4, 2019, MTS issued an Invitation for Bid (IFB) to contractors with an existing Cooperative Purchasing Agreement for a three (3) year Cisco SMARTNET Maintenance Support Agreement. Three (3) bids were received, from AT&T Corp, Carousel Industries and NetXperts Inc. as follows:

<b>Vendor</b>	<b>Amount</b>
AT&T Corp.	\$ 246,612.32
NetXperts Inc.	\$ 250,099.00
Carousel Industries	\$ 276,544.25

After the Bid submission and price analysis, AT&T Corp. was deemed the lowest responsive and responsible bidder.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc No. G2247.0-19 (in substantially the same format as Attachment A) with AT&T Corp. in the amount of \$246,612.32 for the provision of Cisco SMARTNET Maintenance Support for three (3) years.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

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

Attachment: A. Draft MTS Doc. No. G2247.0-19

**STANDARD SERVICES AGREEMENT  
FOR  
CISCO SMARTNET MAINTENANCE SUPPORT**

G2247.0-19  
CONTRACT NUMBER

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: AT&T Corp. Address: 7337 Trade Street Suite 3100

Form of Business: Corporation San Diego, CA 92121  
(Corporation, partnership, sole proprietor, etc.)

Telephone: (254) 316-4230 Email Address: gb1748@att.com

Authorized person to sign contracts: Laura Morales Contract Specialist  
Name Title

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

Provide hardware and software Cisco SMARTNET maintenance support on Cisco equipment listed and specified in this contract, piggybacked through Fast Open Contracts Utilization Services (FOCUS) Contract no. 2015156 in accordance with the Change Order Request Pricing Schedule-Network Schedule Tracking ID: 214095-21 (attached as Exhibit A) and Focus 3 Contract Terms and Conditions between Contractor ("AT&T") AT&T Corp (attached as Exhibit B).

The contract term is for up to three (3) years effective March 27, 2019 through March 26, 2022

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$246,612.32 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM CONTRACTOR AUTHORIZATION

By: \_\_\_\_\_  
Chief Executive Officer

Firm: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Office of General Counsel

Title: \_\_\_\_\_

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

SA-SERVICES (REV 8/2/2018)  
DATE



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## Agenda Item No. 15

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

June 13, 2019

#### SUBJECT:

SUPPLY OF NON-REVENUE VEHICLE FUEL (DIESEL AND UNLEADED) –  
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. G2290.0-19 (in substantially the same format as Attachment A) with SC Commercial, LLC, for the provision of non-revenue vehicle fuel (diesel and unleaded) in the amount of \$13,273,280.00 for 5 years.

#### Budget Impact

The total budget for this project shall not exceed \$13,273,280.00 for five (5) years. The project will be funded through the annual budgetary process through the following operations account: San Diego Transit (902014-541100/200), San Diego Trolley (902016-541100/200) and MTS Administration (902010-541200).

#### DISCUSSION:

MTS currently operates approximately 161 non-revenue vehicles. These vehicles are utilized by our security personnel, facility maintenance crews, administrative staff, and operations supervisors. Fueling for these vehicles occurs at all MTS maintenance facilities, and is stored in a mixture of above-ground and in-ground tanks which require daily and weekly refills.

In order to secure fuel in the most cost-effective manner and obtain the lowest possible price, MTS staff participated in a joint solicitation, led by the City of San Diego, which included 24 San Diego County agencies, comprised of cities, special districts, and school districts. The combined purchasing power of all of these agencies increased the visibility and attractiveness of the solicitation.



The joint agencies received four (4) proposals from fuel suppliers, and the MTS Procurement staff participated in the evaluation process. The SOCO Group was selected as the fuel supplier that met the required specifications and provided the lowest overall cost for fuel. Last year MTS spent approximately \$2.6 million on fuel across all fueling locations and fuel types. The contract value is based on the historic consumption of fuel at the current price. Due to the fluctuations that occur in the fuel market the \$13,273,280.00 is only an estimated fuel cost over a five year contract.

SOCO Group was recently acquired by SC Commercial, LLC and all contracts were transferred to the new company with the same terms and conditions, including pricing. Pricing for this contract is based on Organization of Petroleum Exporting Countries (OPEC) daily pricing with an added surcharge. This methodology was determined to be fair and reasonable and the SOCO Group provided the lowest surcharge of all four proposers.

DIVISION	DELIVERY LOCATION	FUEL TYPE	SURCHARGE
SDTC	EAST COUNTY	ULTRA LOW SULFUR DIESEL NO. 2	\$0.1024
SDTC	IMPERIAL AVE.	REGULAR UNLEADED GASOLINE	\$0.0311
SDTC	KEARNY MESA	REGULAR UNLEADED GASOLINE	\$0.2884
SDTC	IMPERIAL AVE.	ULTRA LOW SULFUR DIESEL NO. 2	\$0.0310
SDTC	COPLEY PARK	REGULAR UNLEADED GASOLINE	\$0.0352
SDTI	BUILDING B	REGULAR UNLEADED GASOLINE	\$0.3237

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2290.0-19 with SC Commercial, LLC, for the provision of non-revenue vehicle fuel (diesel and unleaded) in the amount of \$13,273,280.00 for 5 years.

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

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

Attachment: A. Draft MTS Doc. No. G2290.0-19

**STANDARD PROCUREMENT AGREEMENT  
FOR  
NON-REVENUE VEHICLE FUEL  
PROCUREMENT**

G2290.0-19  
CONTRACT NUMBER

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: SC Commercial, LLC Address: 1800 W. Katella Ave. Ste 400

Form of Business: Corporation Orange, CA 92867

(Corporation, partnership, sole proprietor, etc.)

Telephone: 714.744.7140 Email: robin.stimson@siemens.com

Authorized person to sign contracts: Robert Bollar Corporate Secretary  
Name Title

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

Contractor shall supply fuel to MTS facilities as specified in the Technical Specifications (attached as Exhibit A), Cost Proposal Form/Best and Final Offer (BAFO) (attached as Exhibit B), and in accordance with the Standard Conditions Procurement (attached as Exhibit D), Special Provisions (attached as Exhibit E), and Forms (attached as Exhibit G).

The contract term is for five (5) years effective July 1, 2019 to June 30, 2024. Payment terms shall be net 30 days from invoice date.

Total contract amount shall not exceed \$13,273,280.00 without the express written consent of MTS.

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

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

SA-PROCUREMENT (REV 8/2/2018)



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

## Agenda Item No. 16

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

June 13, 2019

#### SUBJECT:

ON-CALL JOB ORDER CONTRACTING (JOC) RAILROAD CONSTRUCTION SERVICES – HERZOG CONTRACTING CORP. – 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. PWG269.0-19 (in substantially the same format as Attachment A) with Herzog Contracting Corp. (Herzog) for on-call railroad construction services, in the amount of \$3,000,000.00, for three (3) years beginning on July 1, 2019 and ending on June 30, 2022.

#### Budget Impact

The contract will be funded by various MTS accounts. Funding will be included in the budget of each project for which a work order will be issued under this agreement.

#### DISCUSSION:

JOC is a procurement method under which public agencies may accomplish frequently encountered repairs, maintenance, and construction projects through a single, competitively procured long-term agreement.

The JOC program includes a catalog of pricing for a variety of potential tasks to be performed. The tasks have been pre-priced by our contractor, the Gordian Group. All potential contractors are subject to the pricing within this catalog. Each contractor then includes an adjustment factor, escalating their proposed price from the catalog price, to determine the total cost of the task order. The adjustment factor represents an average percentage increase over the catalog price (i.e. 1.25 adjustment factor represents 25% above the catalog price) for that respective task within the project. In order to select the lowest responsive responsible bidder, MTS staff compares each contractor's proposed adjustment factor.



The JOC contract under consideration includes repair, remodeling and other repetitive work involving railroad construction improvements. This includes, but is not limited to, main Continuous Welded Rail (CWR), track rehabilitation/replacement, grade crossings (pre-cast concrete panels, rubber panels, paved with rubber rail interface), special track work, direct fixation, signal systems, overhead catenary, traction power, and related civil construction improvements work; and all required incidental professional and technical services.

On March 12, 2019 MTS issued an Invitation for Bids seeking a contractor to provide JOC railroad construction services with the award provided to the contractor with the lowest cumulative adjustment factor weighted as follows:

- Item 1: Normal Working Hours (Non-Railroad Right-of-Way) – 5%
- Item 2: Other Than Normal Hours (Non-Railroad Right-of-Way) – 5%
- Item 3: Normal Working Hours Along Railroad Right-of-Way – 10%
- Item 4: Other Than Normal Hours Along Railroad Right-of-Way – 75%
- Item 5: Restricted Work Shift – 5%

On April 23, 2019, three (3) bids were received from Herzog, RailWorks Track Services, and VTMI, Inc. Given the award is made to the bidder with the lowest cumulative adjustment factor over the pre-priced catalogue, MTS determined that Herzog was the lowest responsive and responsible bidder.

<b>Contractor</b>	<b>Total Score</b>
<b>Herzog Contracting Corp</b>	<b>1.1018</b>
<b>VTMI Inc.</b>	<b>1.2178</b>
<b>RailWorks Track Services</b>	<b>1.8100</b>

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWG269.0-19 (in substantially the same format as Attachment A) with Herzog for on-call railroad construction services, in the amount of \$3,000,000.00, for three years beginning on July 1, 2019 and ending on June 30, 2022.

Today's action authorizes award of this on call contract to Herzog. However, no specific project or spending is authorized. Individual projects/task orders will be processed according to the signature authority set forth in Board Policy No. 41 (e.g. task orders under \$100,000 will be approved by the CEO; task orders over \$100,000 will require Board approval).

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

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

Attachment: A. Draft Standard Construction Agreement, MTS Doc. No. PWG269.0-19



**STANDARD CONSTRUCTION AGREEMENT  
FOR  
JOB ORDER CONTRACT RAILROAD CONSTRUCTION SERVICES**

PWG269.0-19  
CONTRACT NUMBER

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Herzog Contracting Corp. Address: 600 S. Riverside Road

Form of Business: Corporation St. Joseph, MO 64507  
(Corporation, Partnership, Sole Proprietor, etc.)

Telephone: 816.233.9001 Email Address: snorman@herzog.com

Authorized person to sign contracts: Scott Norman Senior Vice President  
Name Title

**The specified Contract Documents are part of this Agreement. The Contractor agrees to furnish to MTS services and materials, as follows:**

Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project as specified in the Scope of Work (Exhibit A), Bid Proposal (Exhibit B), and in accordance with the Standard Construction Agreement and Special Conditions (Exhibit C), Federal Requirements (Exhibit D) and JOC Special Conditions (Exhibit E).

**SCOPE OF WORK**

Contractor, for and in consideration of the payment to be made to Contractor as hereinafter provided, shall furnish all plant, labor, technical and professional services, supervision, materials and equipment, other than such materials and equipment as may be specified to be furnished by MTS, and perform all operations necessary to complete the Work in strict conformance with the Contract Documents (defined below) for the following public work of improvement:

**RAILROAD CONSTRUCTION SERVICES (JOC)**

Contractor is an independent contractor and not an agent of MTS. The Contractor and its surety shall be liable to MTS for any damages arising as a result of the Contractor's failure to comply with this obligation.

**CONTRACT TIME**

**This agreement shall be valid for a period of three (3) years.** Time is of the essence in the performance of the Work for each subsequent Work Order. The Work shall be commenced by the date stated in MTS's Notice to Proceed in the first Work Order of the Contract. The Contractor shall complete all Work required by the Contract Documents within the days specified in each Work Order.

**CONTRACT PRICE**

MTS shall pay to the Contractor the value of any executed Work Orders under the Contract as full compensation for the performance of the Work Order, subject to any additions or deductions as provided in each Work Order. The Contract is an indefinite-quantity contract for construction work and services. There is no Minimum Contract Value of Work Orders that the Contractor is guaranteed the opportunity to perform under this Contract. The Maximum Contract Value is \$3,000,000.00 over three (3) years.

The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Work Order issued pursuant to this Contract for the

Unit Prices set forth in the Construction Task Catalog® and the Adjustment Factors, as provided under the Bid Form.

**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
- 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)
- JOC Special Conditions
- JOC Modifications to the General and Special Conditions
- Federal Requirements (Federal Transit Administration)
- Technical Specifications prepared by Gordian
- Standard Specifications (Excluding sections 1-9 in their entirety)
- Addenda
- Construction Task Catalog®

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	CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer	Firm: _____
Approved as to form:	By: _____ Signature
By: _____ Office of General Counsel	Title: _____



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## Agenda Item No. 17

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

June 13, 2019

#### SUBJECT:

ON-CALL JOB ORDER CONTRACTING (JOC) GENERAL BUILDING AND FACILITIES  
CONSTRUCTION SERVICES – 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. PWG274.0-19 (in substantially the same format as Attachment A) with PUB Construction, Inc. (PUB) for on-call building and facilities construction services, in the amount of \$4,000,000.00, for three (3) years beginning on July 1, 2019 and ending on June 30, 2022.

#### Budget Impact

The contract will be funded by various MTS accounts. Funding will be included in the budget of each project for which a work order will be issued under this agreement.

#### DISCUSSION:

JOC is a procurement method under which public agencies may accomplish frequently encountered repairs, maintenance, and construction projects through a single, competitively procured long-term agreement.

The JOC program includes a catalog of pricing for a variety of potential tasks to be performed. The tasks that have been pre-priced by our contractor, the Gordian Group. All potential contractors are subject to the pricing within this catalog. Each contractor then includes an adjustment factor, escalating their proposed price from the catalog price, to determine the total cost of the task order. The adjustment factor represents an average percentage increase over the catalog price (i.e. 1.25 adjustment factor represents 25% above the catalog price) for that respective task within the project. In order to select the lowest responsive responsible bidder, MTS staff compares each contractor's proposed adjustment factor.



The JOC contract under consideration includes repair, remodeling, or other repetitive work, general building and facility contracting services. This includes, but is not limited to, demolition, maintenance, and modification of existing buildings and facilities, as well as any required incidental professional and technical services.

On April 12, 2019 MTS issued an Invitation for Bids seeking a contractor to provide JOC building and facilities construction services with the award provided to the contractor with the lowest cumulative adjustment factor weighted as follows:

- Item 1: Normal Working Hours (Non-Railroad Right-of-Way) – 75%
- Item 2: Other Than Normal Hours (Non-Railroad Right-of-Way) – 20%
- Item 3: Normal Working Hours Along Railroad Right-of-Way – 1%
- Item 4: Other Than Normal Hours Along Railroad Right-of-Way – 1%
- Item 5: Restricted Work Shift – 3%

On May 21, 2019, three (3) bids were received from ABC Construction Co. Inc., Ahrens Mechanical, and PUB. Given the award is made to the bidder with the lowest cumulative adjustment factor over the pre-priced catalogue, MTS determined that PUB was the lowest responsive and responsible bidder.

<b>Contractor</b>	<b>Total Score</b>
<b>PUB</b>	<b>1.0090</b>
<b>Ahrens Mechanical</b>	<b>1.1545</b>
<b>ABC Construction Co. Inc.</b>	<b>1.1588</b>

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWG274.0-19 (in substantially the same format as Attachment A) with PUB for on-call building and facilities construction services, in the amount of \$4,000,000.00, for three (3) years beginning on July 1, 2019 and ending on June 30, 2022.

Today's action authorizes award of this on call contract to PUB. However, no specific project or spending is authorized. Individual projects/task orders will be processed according to the signature authority set forth in Board Policy No. 41 (e.g. task orders under \$100,000 will be approved by the CEO; task orders over \$100,000 will require Board approval).

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

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

Attachment: A. Draft Standard Construction Agreement, MTS Doc. No. PWG274.0-19

PWG274.0-19  
CONTRACT NUMBER

**STANDARD CONSTRUCTION AGREEMENT  
FOR  
JOB ORDER CONTRACT GENERAL BUILDING AND FACILITIES CONSTRUCTION SERVICES**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: PUB Construction, Inc. Address: 23545 Palomina Dr. #104

Form of Business: Corporation Diamond Bar, CA 91765  
(Corporation, Partnership, Sole Proprietor, etc.)

Telephone: 909.455.0187

Email Address: chris.yi@pubconstruction.com

Authorized person to sign contracts: Chris Yi President  
Name Title

**The specified Contract Documents are part of this Agreement. The Contractor agrees to furnish to MTS services and materials, as follows:**

Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project as specified in the Scope of Work (Exhibit A), Bid Proposal (Exhibit B), and in accordance with the Standard Construction Agreement and Special Conditions (Exhibit C), Federal Requirements (Exhibit D) and JOC Special Conditions (Exhibit E).

**SCOPE OF WORK**

Contractor, for and in consideration of the payment to be made to Contractor as hereinafter provided, shall furnish all plant, labor, technical and professional services, supervision, materials and equipment, other than such materials and equipment as may be specified to be furnished by MTS, and perform all operations necessary to complete the Work in strict conformance with the Contract Documents (defined below) for the following public work of improvement:

**GENERAL BUILDING AND FACILITIES CONSTRUCTION SERVICES (JOC)**

Contractor is an independent contractor and not an agent of MTS. The Contractor and its surety shall be liable to MTS for any damages arising as a result of the Contractor's failure to comply with this obligation.

**CONTRACT TIME**

This agreement shall be valid for a period of three (3) years. Time is of the essence in the performance of the Work for each subsequent Work Order. The Work shall be commenced by the date stated in MTS's Notice to Proceed in the first Work Order of the Contract. The Contractor shall complete all Work required by the Contract Documents within the days specified in each Work Order.

**CONTRACT PRICE**

MTS shall pay to the Contractor the value of any executed Work Orders under the Contract as full compensation for the performance of the Work Order, subject to any additions or deductions as provided in each Work Order. The Contract is an indefinite-quantity contract for construction work and services. There is no Minimum Contract Value of Work Orders that the Contractor is guaranteed the opportunity to perform under this Contract. The Maximum Contract Value is \$4,000,000 over three (3) years.

The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Work Order issued pursuant to this Contract for the

Unit Prices set forth in the Construction Task Catalog® and the Adjustment Factors, as provided under the Bid Form.:

**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
- 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)
- JOC Special Conditions
- JOC Modifications to the General and Special Conditions
- Federal Requirements (Federal Transit Administration)
- Technical Specifications prepared by Gordian
- Standard Specifications (Excluding sections 1-9 in their entirety)
- Addenda
- Construction Task Catalog®

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	CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer	Firm: _____
Approved as to form:	By: _____ Signature
By: _____ Office of General Counsel	Title: _____



1255 Imperial Avenue, Suite 1000  
 San Diego, CA 92101-7490  
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## Agenda Item No. 18

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

June 13, 2019

**SUBJECT:**

**REVENUE VEHICLE FLEET SEAT UPHOLSTERY REPLACEMENT AND REPAIR SERVICES**

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2250.0-19 (in substantially the same format as Attachment A) with Sardo Bus & Coach Upholstery in the amount of \$553,204.30 for the provision of Bus and Rail Vehicle Seat Upholstery Replacement and Repair Services.

**Budget Impact**

The total budget for this project shall not exceed \$553,204.30 for five (5) years for Group A – San Diego Transit Corporation (SDTC) and Group B – San Diego Trolley Incorporated (SDTI). The project will be funded as follows:

Contract Term	SDTC Group A 536500/650010	SDTI Group B 571210/350016
Year 1	\$ 57,993.00	\$ 44,345.96
Year 2	\$ 62,248.50	\$ 44,345.96
Year 3	\$ 66,971.40	\$ 44,345.96
Year 4	\$ 71,045.80	\$ 44,345.96
Year 5	\$ 73,215.80	\$ 44,345.96
<b>Total (SDTC/SDTI)</b>	<b>\$ 331,474.50</b>	<b>\$ 221,729.80</b>
<b>Grand Total Group A and B</b>	<b>\$ 553,204.30</b>	



DISCUSSION:

MTS currently directly operates approximately 240 buses with five (5) separate seat insert arrangements and 134 rail vehicles (with another 39 going into service during the term of this contract). The rail vehicle fleet consists of 4 different models of Light Rail Vehicles and 2 Historic Streetcars. Each of these models has a unique passenger seating arrangement. The passenger seat cushions require repairs due to normal wear and tear, vandalism and/or safety concerns. This contract provides services to repair and/or reupholster the seat cushions used on the fleet on an as needed basis.

On April 4, 2019, MTS issued an invitation for Bids for Revenue Fleet Seat Upholstery Replacement and Repair Services (Group A SDTC and Group B SDTI). Two bids were received on April 30, 2019 from Sardo Bus & Coach Upholstery and Wescraft Inc., as follows:

Vendor	Group A (SDTC)	Group B (SDTI)	Grand Total Group A & B Five Years
Sardo Bus & Coach Upholste	\$ 331,474.50	\$ 221,729.80	\$ 553,204.30
Wescraft Inc.	\$ 370,088.84	\$ 393,303.50	\$ 763,392.34

After conducting price analysis, staff determined that Sardo Bus & Coach Upholstery presented the lowest responsive and responsible bid.

Pricing is based on an estimated quantity of annual seat repair requests. In the event MTS experiences higher than estimated seat damages, additional funding will be authorize consistent with Board Policy No. 41.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2250.0-19 with Sardo Bus & Coach Upholstery in the amount of \$553,204.30 for the provision of Bus and Rail Vehicle Seat Upholstery Replacement and Repair Services (SDTC and STI).

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

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

Attachment: A. Draft MTS Doc. No. G2250.0-19  
B. Price Breakdown



STANDARD PROCUREMENT AGREEMENT

G2250.0-19  
CONTRACT NUMBER

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Sardo Bus & Coach Upholstery Address: 512 W. Rosecrans Avenue

Form of Business: Corporation Gardena, CA 90248

(Corporation, partnership, sole proprietor, etc.)

Telephone: 352-242-1313 Email Address: transit@sardobus.com

Authorized person to sign contracts: Angela Woodward Transit Account Coordinator  
Name Title

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

Revenue Fleet Seat Upholstery Replacement and Repair Services (Group A SDTC and Group B SDTI) as specified in the MTS minimum technical specifications/Scope of Work (attached as Exhibit A), in accordance with the Standard Conditions Services, including Standard Conditions Services (attached as Exhibit B), Federal Requirements (Exhibit C) Sardo Bus & Coach Upholstery's Bid dated 04/29/19 (attached as Exhibit D), and Signed MTS Forms – Sardo Bus & Coach Upholstery's (attached as Exhibit E).

The contract term is for five (5) years for the amount of \$553,204.30. The period shall be effective from July 1, 2019 through June 30, 2024. Payment terms shall be net 30 days from invoice date.

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

**MTS BID FORMS**

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

MTS Doc. No. G2250.0-19 Opening: Refer to Calendar of Events

For: REVENUE VEHICLE FLEET SEAT UPHOLSTERY REPLACEMENT AND REPAIR SERVICES (SDTC AND SDTI)

**PRICING SHEETS ARE ATTACHED SEPARATELY AS AN EXCEL FILE**

Bidders must provide pricing for every bid item on all Tabs. Failure to do so may deem Bid as non-responsive. All Bids shall be valid for 120 days.

In case of discrepancy between the unit price and the line item cost set forth for a unit price item, the line item cost, calculated at the unit price multiplied by the estimated quantity, shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Unit Cost" column, then the amount set forth in the "Unit Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, MTS may recalculate the bid price on the basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment for unit price items shall be determined by MTS from measured quantities of work performed.

Read attached General Provisions carefully. They are a part of your bid. Unit prices will prevail regardless of extensions submitted by the Bidder. The following Addenda have been noted and attached hereto:

\*The quantities described on the bid form are for bidding purposes only. They represent what MTS anticipates as a requirement, but MTS does not guarantee this quantity. The actual quantity ordered/used may be more or less than what is anticipated on the bid form, and it is dictated by MTS' actual requirements and the available funding at the time each phase and/or option is initiated.

DATE: 04/29/2019

FIRM: Louis Sardo Upholstery, Inc

SIGNATURE: Angela Woodward

TYPE OR PRINT NAME: Angela Woodward

TITLE: Transit Account Coordinator

ADDRESS: 512 W. Rosecrans Ave

CITY, STATE & ZIP: Gardena, CA 90248

PHONE NUMBER: 352-242-1313

FAX NUMBER: 352-242-9290

E-MAIL ADDRESS: transit@sardobus.com

Where did you hear about this procurement?:

Newspaper (Please list: \_\_\_\_\_)

MTS Contact

Other (Please list: PlanetBids)

**RETURN THIS FORM WITH YOUR BID  
RETAIN OTHER PAGES FOR YOUR RECORDS**

MTS BID FORMS - continued

MTS DOC. NO. G2250.0-19 BID OPENING: Refer to Calendar of Events  
 FOR GROUP A (SDTI) REVENUE VEHICLE FLEET SEATS  
UPHOLSTERY REPLACEMENT AND REPAIR SERVICES

CONTRACT TERM	TOTALS
YEAR 1	\$ 44,345.96
YEAR 2	\$ 44,345.96
YEAR 3	\$ 44,345.96
YEAR 4	\$ 44,345.96
YEAR 5	\$ 44,345.96
<b>GRAND TOTAL - GROUP A (SDTI):</b>	<b>\$ 221,729.80</b>

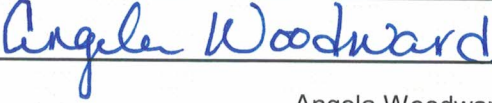
F.O.B. POINT San Diego Trolley, Inc. (SDTI)  
 1341 Commercial Street  
 San Diego, CA 92113

DELIVERY DATE: 4/29/2019

Read attached General Provisions carefully. They are a part of your bid. Unit prices will prevail regardless of extensions submitted by the Bidder. The following Addenda have been noted and attached hereto.

DATE: 4/29/2019

FIRM: Louis ardo Upholstery, Inc dba Sardo Bus & Coach Upholstery

SIGNATURE: 

TYPE OR PRINT NAME: Angela Woodward

TITLE: Transit Account Coordinator

ADDRESS: 512 W. Rosecrans Ave

CITY, STATE & ZIP: Gardena, CA 90248

PHONE NUMBER: 352-242-1313

FAX NUMBER: 352-242-9290

E-MAIL ADDRESS: [transit@sardobus.com](mailto:transit@sardobus.com)

RETURN THIS FORM WITH YOUR BID  
 RETAIN OTHER PAGES FOR YOUR RECORDS

## MTS BID FORMS

MTS DOC. NO.

G2250.0-19

BID OPENING:

Refer to the  
Calendar of Events

FOR

**GROUP A (SDTI) TROLLEY REVENUE VEHICLE  
FLEET SEATS UPHOLSTERY REPLACEMENT  
AND REPAIR SERVICES**

Line #	Quantity	Item Description	UOM	Unit Price	Total Price
1	112	SD100 SEAT BACK - LARGE	ea	\$ 34.74	\$ 3,890.88
2	14	SD100 SEAT BACK - SMALL		\$ 24.74	\$ 346.36
3	470	SD100 SEAT BOTTOM - LARGE	ea	\$ 34.74	\$ 16,327.80
4	81	SD100 SEAT BOTTOM - SMALL		\$ 24.74	\$ 2,003.94
5	5	S70 SEAT BACK	ea	\$ 24.74	\$ 123.70
6	78	S70 SEAT BOTTOM	ea	\$ 24.74	\$ 1,929.72
7	7	SD8 SEAT BACK	ea	\$ 24.74	\$ 173.18
8	351	SD8 SEAT BOTTOM	ea	\$ 24.74	\$ 8,683.74
9	2	PCC SEAT 529 LARGE BACK	ea	\$ 34.74	\$ 69.48
10	2	PCC SEAT 529 LARGE BOTTOM	ea	\$ 34.74	\$ 69.48
11	2	PCC SEAT 529 SMALL BACK	ea	\$ 24.74	\$ 49.48
12	2	PCC SEAT 529 SMALL BOTTOM	ea	\$ 24.74	\$ 49.48
13	2	PCC SEAT 530 LARGE BACK	ea	\$ 34.74	\$ 69.48
14	2	PCC SEAT 530 LARGE BOTTOM	ea	\$ 34.74	\$ 69.48
15	2	PCC SEAT 530 SMALL BACK	ea	\$ 24.74	\$ 49.48
16	2	PCC SEAT 530 SMAL BOTTOM	ea	\$ 24.74	\$ 49.48
17	50	SD9 SEAT BOTTOM 17"	ea	\$ 24.74	\$ 1,237.00
18	350	SD9 SEAT BOTTOM 18"	ea	\$ 24.74	\$ 8,659.00
19	10	SD9 SEAT BACK 17"	ea	\$ 24.74	\$ 247.40
20	10	SD9 SEAT BACK 18"	ea	\$ 24.74	\$ 247.40
<b>Total Year One</b>					\$ 44,345.96

\*The quantities described on the bid form are for bidding purposes only. They represent what MTS anticipates as a requirement, but MTS does not guarantee this quantity. The actual quantity ordered/used may be more or less than what is anticipated on the bid form, and it is dictated by MTS' actual requirements and the available funding at the time each phase and/or option is initiated.

**RETURN THIS FORM WITH YOUR BID  
RETAIN OTHER PAGES FOR YOUR RECORDS**

**MTS DOC. NO. L1480.0-19**

**MTS BID FORMS**

MTS DOC. NO.

**G2250.0-19**

**BID OPENING:**

Refer to the  
Calendar of Events

**FOR GROUP A (SDTI) TROLLEY REVENUE VEHICLE  
FLEET SEATS UPHOLSTERY REPLACEMENT  
AND REPAIR SERVICES**

Line #	Quantity	Item Description	UOM	Unit Price	Total Price
1	112	SD100 SEAT BACK - LARGE	ea	\$ 34.74	\$ 3,890.88
2	14	SD100 SEAT BACK - SMALL		\$ 24.74	\$ 346.36
3	470	SD100 SEAT BOTTOM - LARGE	ea	\$ 34.74	\$ 16,327.80
4	81	SD100 SEAT BOTTOM - SMALL		\$ 24.74	\$ 2,003.94
5	5	S70 SEAT BACK	ea	\$ 24.74	\$ 123.70
6	78	S70 SEAT BOTTOM	ea	\$ 24.74	\$ 1,929.72
7	7	SD8 SEAT BACK	ea	\$ 24.74	\$ 173.18
8	351	SD8 SEAT BOTTOM	ea	\$ 24.74	\$ 8,683.74
9	2	PCC SEAT 529 LARGE BACK	ea	\$ 34.74	\$ 69.48
10	2	PCC SEAT 529 LARGE BOTTOM	ea	\$ 34.74	\$ 69.48
11	2	PCC SEAT 529 SMALL BACK	ea	\$ 24.74	\$ 49.48
12	2	PCC SEAT 529 SMALL BOTTOM	ea	\$ 24.74	\$ 49.48
13	2	PCC SEAT 530 LARGE BACK	ea	\$ 34.74	\$ 69.48
14	2	PCC SEAT 530 LARGE BOTTOM	ea	\$ 34.74	\$ 69.48
15	2	PCC SEAT 530 SMALL BACK	ea	\$ 24.74	\$ 49.48
16	2	PCC SEAT 530 SMAL BOTTOM	ea	\$ 24.74	\$ 49.48
17	50	SD9 SEAT BOTTOM 17"	ea	\$ 24.74	\$ 1,237.00
18	350	SD9 SEAT BOTTOM 18"	ea	\$ 24.74	\$ 8,659.00
19	10	SD9 SEAT BACK 17"	ea	\$ 24.74	\$ 247.40
20	10	SD9 SEAT BACK 18"	ea	\$ 24.74	\$ 247.40
<b>Total Year Two</b>					<b>\$ 44,345.96</b>

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**MTS DOC. NO. L1480.0-19**

## MTS BID FORMS

MTS DOC. NO.

G2250.0-19

BID OPENING:

Refer to the  
Calendar of Events

FOR **GROUP A (SDTI) TROLLEY REVENUE VEHICLE  
FLEET SEATS UPHOLSTERY REPLACEMENT  
AND REPAIR SERVICES**

Line #	Quantity	Item Description	UOM	Unit Price	Total Price
1	112	SD100 SEAT BACK - LARGE	ea	\$ 34.74	\$ 3,890.88
2	14	SD100 SEAT BACK - SMALL		\$ 24.74	\$ 346.36
3	470	SD100 SEAT BOTTOM - LARGE	ea	\$ 34.74	\$ 16,327.80
4	81	SD100 SEAT BOTTOM - SMALL		\$ 24.74	\$ 2,003.94
5	5	S70 SEAT BACK	ea	\$ 24.74	\$ 123.70
6	78	S70 SEAT BOTTOM	ea	\$ 24.74	\$ 1,929.72
7	7	SD8 SEAT BACK	ea	\$ 24.74	\$ 173.18
8	351	SD8 SEAT BOTTOM	ea	\$ 24.74	\$ 8,683.74
9	2	PCC SEAT 529 LARGE BACK	ea	\$ 34.74	\$ 69.48
10	2	PCC SEAT 529 LARGE BOTTOM	ea	\$ 34.74	\$ 69.48
11	2	PCC SEAT 529 SMALL BACK	ea	\$ 24.74	\$ 49.48
12	2	PCC SEAT 529 SMALL BOTTOM	ea	\$ 24.74	\$ 49.48
13	2	PCC SEAT 530 LARGE BACK	ea	\$ 34.74	\$ 69.48
14	2	PCC SEAT 530 LARGE BOTTOM	ea	\$ 34.74	\$ 69.48
15	2	PCC SEAT 530 SMALL BACK	ea	\$ 24.74	\$ 49.48
16	2	PCC SEAT 530 SMAL BOTTOM	ea	\$ 24.74	\$ 49.48
17	50	SD9 SEAT BOTTOM 17"	ea	\$ 24.74	\$ 1,237.00
18	350	SD9 SEAT BOTTOM 18"	ea	\$ 24.74	\$ 8,659.00
19	10	SD9 SEAT BACK 17"	ea	\$ 24.74	\$ 247.40
20	10	SD9 SEAT BACK 18"	ea	\$ 24.74	\$ 247.40
<b>Total Year Three</b>				\$	44,345.96

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FLEET SEATS UPHOLSTERY REPLACEMENT  
AND REPAIR SERVICES**

Line #	Quantity	Item Description	UOM	Unit Price	Total Price
1	112	SD100 SEAT BACK - LARGE	ea	\$ 34.74	\$ 3,890.88
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3	470	SD100 SEAT BOTTOM - LARGE	ea	\$ 34.74	\$ 16,327.80
4	81	SD100 SEAT BOTTOM - SMALL		\$ 24.74	\$ 2,003.94
5	5	S70 SEAT BACK	ea	\$ 24.74	\$ 123.70
6	78	S70 SEAT BOTTOM	ea	\$ 24.74	\$ 1,929.72
7	7	SD8 SEAT BACK	ea	\$ 24.74	\$ 173.18
8	351	SD8 SEAT BOTTOM	ea	\$ 24.74	\$ 8,683.74
9	2	PCC SEAT 529 LARGE BACK	ea	\$ 34.74	\$ 69.48
10	2	PCC SEAT 529 LARGE BOTTOM	ea	\$ 34.74	\$ 69.48
11	2	PCC SEAT 529 SMALL BACK	ea	\$ 24.74	\$ 49.48
12	2	PCC SEAT 529 SMALL BOTTOM	ea	\$ 24.74	\$ 49.48
13	2	PCC SEAT 530 LARGE BACK	ea	\$ 34.74	\$ 69.48
14	2	PCC SEAT 530 LARGE BOTTOM	ea	\$ 34.74	\$ 69.48
15	2	PCC SEAT 530 SMALL BACK	ea	\$ 24.74	\$ 49.48
16	2	PCC SEAT 530 SMAL BOTTOM	ea	\$ 24.74	\$ 49.48
17	50	SD9 SEAT BOTTOM 17"	ea	\$ 24.74	\$ 1,237.00
18	350	SD9 SEAT BOTTOM 18"	ea	\$ 24.74	\$ 8,659.00
19	10	SD9 SEAT BACK 17"	ea	\$ 24.74	\$ 247.40
20	10	SD9 SEAT BACK 18"	ea	\$ 24.74	\$ 247.40
<b>Total Year Four</b>					\$ 44,345.96

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FOR

**GROUP A (SDTI) TROLLEY REVENUE VEHICLE  
FLEET SEATS UPHOLSTERY REPLACEMENT  
AND REPAIR SERVICES**

Line #	Quantity	Item Description	UOM	Unit Price	Total Price
1	112	SD100 SEAT BACK - LARGE	ea	\$ 34.74	\$ 3,890.88
2	14	SD100 SEAT BACK - SMALL		\$ 24.74	\$ 346.36
3	470	SD100 SEAT BOTTOM - LARGE	ea	\$ 34.74	\$ 16,327.80
4	81	SD100 SEAT BOTTOM - SMALL		\$ 24.74	\$ 2,003.94
5	5	S70 SEAT BACK	ea	\$ 24.74	\$ 123.70
6	78	S70 SEAT BOTTOM	ea	\$ 24.74	\$ 1,929.72
7	7	SD8 SEAT BACK	ea	\$ 24.74	\$ 173.18
8	351	SD8 SEAT BOTTOM	ea	\$ 24.74	\$ 8,683.74
9	2	PCC SEAT 529 LARGE BACK	ea	\$ 34.74	\$ 69.48
10	2	PCC SEAT 529 LARGE BOTTOM	ea	\$ 34.74	\$ 69.48
11	2	PCC SEAT 529 SMALL BACK	ea	\$ 24.74	\$ 49.48
12	2	PCC SEAT 529 SMALL BOTTOM	ea	\$ 24.74	\$ 49.48
13	2	PCC SEAT 530 LARGE BACK	ea	\$ 34.74	\$ 69.48
14	2	PCC SEAT 530 LARGE BOTTOM	ea	\$ 34.74	\$ 69.48
15	2	PCC SEAT 530 SMALL BACK	ea	\$ 24.74	\$ 49.48
16	2	PCC SEAT 530 SMAL BOTTOM	ea	\$ 24.74	\$ 49.48
17	50	SD9 SEAT BOTTOM 17"	ea	\$ 24.74	\$ 1,237.00
18	350	SD9 SEAT BOTTOM 18"	ea	\$ 24.74	\$ 8,659.00
19	10	SD9 SEAT BACK 17"	ea	\$ 24.74	\$ 247.40
20	10	SD9 SEAT BACK 18"	ea	\$ 24.74	\$ 247.40
<b>Total Year Five</b>					<b>\$ 44,345.96</b>

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**MTS DOC. NO. L1480.0-19**



MTS BID FORMS - continued

MTS DOC. NO. G2250.0-19 **BID OPENING:** Refer to Calendar of Events  
 FOR GROUP B (SDTC) REVENUE VEHICLE FLEET SEATS  
UPHOLSTERY REPLACEMENT AND REPAIR SERVICES

CONTRACT TERM	TOTALS	
YEAR 1	\$	57,993.00
YEAR 2	\$	62,248.50
YEAR 3	\$	66,971.40
YEAR 4	\$	71,045.80
YEAR 5	\$	73,215.80
<b>GRAND TOTAL - (BASIS OF AWARD):</b>	<b>\$</b>	<b>331,474.50</b>

**F.O.B. POINT** San Diego Transit, Inc (SDTC)  
 100 16th Street  
 San Diego, CA 92101

**DELIVERY DATE:** 4/29/2019

Read attached General Provisions carefully. They are a part of your bid. Unit prices will prevail regardless of extensions submitted by the Bidder. The following Addenda have been noted and attached hereto.

DATE: 4/29/2019

FIRM: Louis Sardo Upholstery, Inc. dba Sardo Bus & Coach Upholstery

SIGNATURE: 

TYPE OR PRINT NAME: Angela Woodward

TITLE: Transit Account Corrdinator

ADDRESS: 512 W. Roscrans Ave

CITY, STATE & ZIP: Gardena, CA 90248

PHONE NUMBER: 352-242-1313

FAX NUMBER: 352-242-9290

E-MAIL ADDRESS: [transit@sardobus.com](mailto:transit@sardobus.com)

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## MTS BID FORMS

MTS DOC. NO.

G2250.0-19

BID OPENING:

Refer to Calendar of  
Events

FOR  
**GROUP B (SDTC) REVENUE VEHICLE FLEET  
 SEATS UPHOLSTERY REPLACEMENT AND  
 REPAIR SERVICES**

Line #	Quantity	Item Description	UOM	Unit Price	Total Price
1	25	S/C# 70163816 seat insert back flip up NABI - yr 1	ea	\$ 29.74	\$ 743.50
2	25	S/C# 70163824 seat insert back NABI - yr 1	ea	\$ 29.74	\$ 743.50
3	600	S/C# 70198404 seat insert bottom type A - yr 1	ea	\$ 29.74	\$ 17,844.00
4	750	S/C# 70198415 seat insert bottom type B - yr 1	ea	\$ 29.74	\$ 22,305.00
5	75	S/C# 70198416 seat insert back type A - yr 1	ea	\$ 29.74	\$ 2,230.50
6	75	S/C# 70198417 seat insert back type B - yr 1	ea	\$ 29.74	\$ 2,230.50
7	175	S/C# 70198699 seat bottom NABI rapid - yr 1	ea	\$ 29.74	\$ 5,204.50
8	150	S/C# 70198752 seat insert bottom Gillig - yr 1	ea	\$ 29.74	\$ 4,461.00
9	25	S/C# 70198753 seat insert back Gillig - yr 1	ea	\$ 29.74	\$ 743.50
10	25	S/C# 70152256 seat insert NF - yr 1	ea	\$ 29.74	\$ 743.50
11	25	S/C# 70198978 WC side flip seat NABI - yr 1	ea	\$ 29.74	\$ 743.50
<b>Total Year One</b>					<b>\$ 57,993.00</b>

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FOR **GROUP B (SDTC) REVENUE VEHICLE FLEET  
SEATS UPHOLSTERY REPLACEMENT AND  
REPAIR SERVICES**

Line #	Quantity	Item Description	UOM	Unit Price	Total Price
1	27	S/C# 70163816 seat insert back flip up NABI - yr 2	ea	\$ 30.74	\$ 829.98
2	27	S/C# 70163824 seat insert back NABI - yr 2	ea	\$ 30.74	\$ 829.98
3	625	S/C# 70198404 seat insert bottom type A - yr 2	ea	\$ 30.74	\$ 19,212.50
4	775	S/C# 70198415 seat insert bottom type B - yr 2	ea	\$ 30.74	\$ 23,823.50
5	75	S/C# 70198416 seat insert back type A - yr 2	ea	\$ 30.74	\$ 2,305.50
6	75	S/C# 70198417 seat insert back type B - yr 2	ea	\$ 30.74	\$ 2,305.50
7	180	S/C# 70198699 seat bottom NABI rapid - yr 2	ea	\$ 30.74	\$ 5,533.20
8	160	S/C# 70198752 seat insert bottom Gillig - yr 2	ea	\$ 30.74	\$ 4,918.40
9	27	S/C# 70198753 seat insert back Gillig - 2 yr	ea	\$ 30.74	\$ 829.98
10	27	S/C# 70152256 seat insert NF - yr 2	ea	\$ 30.74	\$ 829.98
11	27	S/C# 70198978 WC side flip seat NABI - yr 2	ea	\$ 30.74	\$ 829.98
<b>Total Year Two</b>					<b>\$ 62,248.50</b>

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SEATS UPHOLSTERY REPLACEMENT AND  
REPAIR SERVICES**

Line #	Quantity	Item Description	UOM	Unit Price	Total Price
1	30	S/C# 70163816 seat insert back flip up NABI - yr 3	ea	\$ 31.74	\$ 952.20
2	30	S/C# 70163824 seat insert back NABI - yr 3	ea	\$ 31.74	\$ 952.20
3	650	S/C# 70198404 seat insert bottom type A - yr 3	ea	\$ 31.74	\$ 20,631.00
4	800	S/C# 70198415 seat insert bottom type B - yr 3	ea	\$ 31.74	\$ 25,392.00
5	80	S/C# 70198416 seat insert back type A - yr 3	ea	\$ 31.74	\$ 2,539.20
6	80	S/C# 70198417 seat insert back type B - yr 3	ea	\$ 31.74	\$ 2,539.20
7	185	S/C# 70198699 seat bottom NABI rapid - 3 yr	ea	\$ 31.74	\$ 5,871.90
8	165	S/C# 70198752 seat insert bottom Gillig - yr 3	ea	\$ 31.74	\$ 5,237.10
9	30	S/C# 70198753 seat insert back Gillig - yr 3	ea	\$ 31.74	\$ 952.20
10	30	S/C# 70152256 seat insert NF - yr 3	ea	\$ 31.74	\$ 952.20
11	30	S/C# 70198978 WC side flip seat NABI - yr 3	ea	\$ 31.74	\$ 952.20
<b>Total Year Three</b>					<b>\$ 66,971.40</b>

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SEATS UPHOLSTERY REPLACEMENT AND  
REPAIR SERVICES**

Line #	Quantity	Item Description	UOM	Unit Price	Total Price
1	32	S/C# 70163816 seat insert back flip up NABI - yr 4	ea	\$ 32.74	\$ 1,047.68
2	32	S/C# 70163824 seat insert back NABI - yr 4	ea	\$ 32.74	\$ 1,047.68
3	675	S/C# 70198404 seat insert bottom type A - yr 4	ea	\$ 32.74	\$ 22,099.50
4	825	S/C# 70198415 seat insert bottom type B - yr 4	ea	\$ 32.74	\$ 27,010.50
5	75	S/C# 70198416 seat insert back type A - yr 4	ea	\$ 32.74	\$ 2,455.50
6	75	S/C# 70198417 seat insert back type B - yr 4	ea	\$ 32.74	\$ 2,455.50
7	190	S/C# 70198699 seat bottom NABI rapid - yr 4	ea	\$ 32.74	\$ 6,220.60
8	170	S/C# 70198752 seat insert bottom Gillig - yr 4	ea	\$ 32.74	\$ 5,565.80
9	32	S/C# 70198753 seat insert back Gillig - yr 4	ea	\$ 32.74	\$ 1,047.68
10	32	S/C# 70152256 seat insert NF - yr 4	ea	\$ 32.74	\$ 1,047.68
11	32	S/C# 70198978 WC side flip seat NABI - yr 4	ea	\$ 32.74	\$ 1,047.68
<b>Total Year Four</b>					<b>\$ 71,045.80</b>

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REPAIR SERVICES**

Line #	Quantity	Item Description	UOM	Unit Price	Total Price
1	35	S/C# 70163816 seat insert back flip up NABI - yr 5	ea	\$ 33.74	\$ 1,180.90
2	35	S/C# 70163824 seat insert back NABI - yr 5	ea	\$ 33.74	\$ 1,180.90
3	700	S/C# 70198404 seat insert bottom type A - yr 5	ea	\$ 33.74	\$ 23,618.00
4	820	S/C# 70198415 seat insert bottom type B - yr 5	ea	\$ 33.74	\$ 27,666.80
5	75	S/C# 70198416 seat insert back type A - yr 5	ea	\$ 33.74	\$ 2,530.50
6	75	S/C# 70198417 seat insert back type B - yr 5	ea	\$ 33.74	\$ 2,530.50
7	175	S/C# 70198699 seat bottom NABI rapid - yr 5	ea	\$ 33.74	\$ 5,904.50
8	150	S/C# 70198752 seat insert bottom Gillig - yr 5	ea	\$ 33.74	\$ 5,061.00
9	35	S/C# 70198753 seat insert back Gillig - yr 5	ea	\$ 33.74	\$ 1,180.90
10	35	S/C# 70152256 seat insert NF - yr 5	ea	\$ 33.74	\$ 1,180.90
11	35	S/C# 70198978 WC side flip seat NABI - yr 5	ea	\$ 33.74	\$ 1,180.90
<b>Total Year Five</b>					<b>\$ 73,215.80</b>

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MTS DOC. NO. G2250.0-19



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

## Agenda Item No. 19

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

June 13, 2019

**SUBJECT:**

TRAPEZE SOFTWARE LICENSE AND MAINTENANCE SUPPORT RENEWAL-  
 SOLE SOURCE 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. G2253.0-19 (in substantially the same format as Attachment A) with Trapeze Software Group, Inc. (Trapeze) in amount of \$2,908,551.00 for the renewal of software licensing and maintenance support for a five (5) year base period and five (5) one-year options exercisable under the CEOs discretion.

Budget Impact

Funding for the agreement would be provided by MTS through general operating budget funds as part of the Information Technology (IT) Department’s annual maintenance budget 571250-661010.

The total cost of the agreement shall not exceed \$2,908,551.00.

Product	Budget Account	Budget Amount: 5 – Base Years	Budget Amount: 5 – Option Years
PASS DriverMate	661010-571250	\$397,488	\$507,306
PASS-CERT	661010-571250	\$58,254	\$74,348
PASS	661010-571250	\$294,825	\$376,279
PASS CT (ZONAL MGMT)	661010-571250	\$14,319	\$18,275
INFO IVR FX	661010-571250	\$227,435	\$290,271
ATIS RTSI	661010-571250	\$108,071	\$137,929
CUSTOMER CARE HOURS	661010-571250	\$138,142	\$176,306
MAP UPGRADES	661010-571250	\$39,232	\$50,071
<b>TOTAL</b>		<b>\$1,277,766</b>	<b>\$1,630,785</b>



DISCUSSION:

The San Diego Metropolitan Transit System (MTS) utilizes multiple software products made or owned by Trapeze Software Group, Inc. (Trapeze) related to Paratransit and Fixed Route operations. These products are proprietary to Trapeze and cannot be maintained or serviced by any other company or third-party vendor.

The Trapeze Software suite(s) are critical and necessary for MTS Bus and Paratransit day-to-day operations, supporting scheduling, route planning, ADA compliance, customer support, and many other important functions. These services are essential to MTS's ability to provide an efficient and cost-effective Paratransit service.

The continued support and maintenance of the Trapeze Software suite(s) will ensure that the current applications are up-to-date with the latest bug fixes and patches, along with access to Trapeze's Customer Support Services.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2253.0-19 (in substantially the same format as Attachment A) with Trapeze Software Group, Inc. (Trapeze) in amount of \$2,908,551.00 for the renewal of provision of Trapeze Software annual software licensing and maintenance support renewal for a five (5) base year base period and five (5) one-year options exercisable under the CEO's discretion.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

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

Attachment: A. Draft MTS Doc No. G2253.0-19



**STANDARD SERVICES AGREEMENT  
FOR  
TRAPEZE SOFTWARE LICENSE  
ANNUAL MAINTENANCE SUPPORT RENEWAL**

G2253.0-19  
CONTRACT NUMBER

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Trapeze Software Group Inc. Address: 8360 East Via de Ventura, Suite

Form of Business: Corporation L-200, Scottsdale, AZ 85258  
(Corporation, partnership, sole proprietor, etc.)

Telephone: 905.629.8727 Email Address: steve.sawyer@trapezegroup.com

Authorized person to sign contracts: Steve Sawyer Chief Operating Officer  
Name Title

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

Provide Trapeze Software License maintenance and support services as specified in the Scope of Work (attached as Exhibit A), Pricing Schedule (attached as Exhibit B), and in accordance with the Standard Conditions (attached as Exhibit C) with the Signed MTS Forms-Contractors Name (attached as Exhibit D).

The contract term is for up to five (5) years and five (5) option years, exercisable at MTS's sole discretion, for a total of ten years. Base period shall be effective July 1, 2019 through June 30, 2024 and option years shall be effective July 1, 2024 through June 30, 2029, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$1,277,766.00 for the base years and \$1,630,785.00 for the option years, for a contract total not to exceed \$2,908,551.00 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM CONTRACTOR AUTHORIZATION

By: \_\_\_\_\_  
Chief Executive Officer

Firm: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Office of General Counsel

Title: \_\_\_\_\_

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

SA-SERVICES (REV 8/2/2018)  
DATE



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

## Agenda Item No. 20

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

June 13, 2019

#### SUBJECT:

VEHICLE PAINT SUPPLY – SOLE SOURCE 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. G2199.0-19 (in substantially the same format as Attachment A) with Annex Warehouse Co. Inc. (Annex), for the provision of vehicle paint in the amount of \$269,108.23.

#### Budget Impact

The total budget for this project shall not exceed \$269,108.23 for a one (1) year base and two (2) 1-year options. The project will be funded through the annual budgetary process through the following operations accounts: San Diego Transit (311031-545100) and San Diego Trolley (350016-545100).

#### DISCUSSION:

MTS currently directly operates approximately 240 buses and 134 rail vehicles (with another 39 going into service during the term of this contract). As these vehicles operate they are subject to accidents and vandalism and need to be repainted. MTS has an onsite paint booth that is operated by a third-party contractor, Guzman, and supplied using vehicle paint issued from the San Diego Transit and San Diego Trolley warehouses.

MTS vehicles have a unique, recognizable red color that is proprietary and can only be supplied by our current supplier Annex. In order to secure pricing and efficiently procure the required paint, MTS staff negotiated a longer term sole source contract with Annex.

The pricing obtained from Annex, when compared to our current pricing was determined to be fair and reasonable.



Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2199.0-19 (in substantially the same format as Attachment A) with Annex Warehouse Co. Inc. for the provision of vehicle paint in the amount of \$269,108.30.

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

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

Attachments: A. Draft MTS Doc. No. G2199.0-19  
B. Annex Warehouse Co. Inc. Bid

**STANDARD PROCUREMENT AGREEMENT  
FOR  
PAINT AND PAINT SUPPLIES**

G2199.0-19  
CONTRACT NUMBER

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Annex Warehouse Co. Inc.

Address: 7450 Reseda Blvd.

Form of Business: Corporation

Reseda, CA 91335

(Corporation, partnership, sole proprietor, etc.)

Telephone: 818.344.3000

Email Address: iman@annexpaint.com

Authorized person to sign contracts: Iman Rahbar

Manager

Name

Title

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

Provide paint and related supplies as specified in the Scope of Work (attached as Exhibit A), Bid Form (attached as Exhibit B), and in accordance with the Standard Services Agreement, including Standard Conditions Services (attached as Exhibit C), Federal Requirements (attached as Exhibit D) and Forms (attached as Exhibit E).

The contract term is for up to one (1) base years and two (2) one-year option years, exercisable at MTS's sole discretion, for a total of three years. Base period shall be effective \_\_\_\_ through \_\_\_\_ and option years shall be effective \_\_\_\_ through \_\_\_\_, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$86,984.77 for the base years and \$182,123.46\_ for the option years, for a contract total not to exceed \$\$269,108.23\_ without the express written consent of MTS.

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

Paint Items - Year 1					
Material	MPN	Short Text	Estimated Order Quantity**	Unit Price	Extended Price
70192922	L6049EB	IMRON ELITE BASECOAT(RED)LRV PAINT BOOTH	71	\$ 757.67	\$ 53,794.57
70192948	M1908EB	IMRON ELITE BASECOT GRAY LRV PAINT BOOTH	2	\$ 499.42	\$ 998.84
70194076	CG257GNCGRAY	IMRON PAINT GRAY HI GLOS LRV PAINT BOOTH	6	\$ 141.93	\$ 851.58
70194092	GO-CG262B	IMRON GRAY MED GLOSS LRV PAINT BOOTH	8	\$ 146.80	\$ 1,174.40
70197384	CG125DOORGRAY	IMRON PAINT DOOR GRAY	4	\$ 141.86	\$ 567.44
70197392	CG126PCBEIGE	IMRON PAINT POLE COVER BEIGE	3	\$ 141.86	\$ 425.58
70197400	CG127	IMRON PAINT INTERCOM LT BEIGE	3	\$ 141.86	\$ 425.58
70197418	CG128	IMRON PAINT BACK OF SEAT GRAY	6	\$ 141.86	\$ 851.16
70197426	CG129	IMRON PAINT WALL BEIGE	3	\$ 141.86	\$ 425.58
70197434	CG130	IMRON PAINT DRIVER CABIN RED	2	\$ 137.57	\$ 275.14
70197442	CG131	IMRON PAINT FRONT OF SEAT GRAY	6	\$ 125.00	\$ 750.00
70194589	405244	PAINT VINTAGE TROLLEY BEIGE	1	\$ 499.42	\$ 499.42
70194605	412917	PAINT VINTAGE TROLLEY GREEN	1	\$ 355.38	\$ 355.38
70194597	587238	PAINT VINTAGE TROLLEY RED	1	\$ 355.38	\$ 355.38
70194662	CG52	VINTAGE TROLY DARK GREEN INT.PAINT BOOTH	1	\$ 125.00	\$ 125.00
70194670	CG53	VINTG TROLY YELLO ORANGE INT.PAINT BOOTH	1	\$ 125.00	\$ 125.00
70192930	L0001EB	IMRON ELITE BASECOAT(BLK)LRV PAINT BOOTH	26	\$ 499.42	\$ 12,984.92
70136127	DPIEBG	IMRON ELITE B/C LIGHT BEIGE,PAINT BOOTH	14	\$ 499.42	\$ 6,991.88
70192765	GOCG275BMTS20	IMRON 2.1+ ST INT COLOR LIGHT BEIGE	4	\$ 146.80	\$ 587.20
70200467	CG 404	PAINT LIGHT GREY WALL/WINDOWS 1&2	4	\$ 151.44	\$ 605.76
70200468	CG 403	PAINT BEIGE POST COVER DOOR FRAME	4	\$ 151.44	\$ 605.76
70200469	CG 402	PAINT, GREY POST COVER CENTRAL	4	\$ 151.44	\$ 605.76
70200470	CG 401	PAINT, GREY DOORS - 3000 SERIES	4	\$ 151.44	\$ 605.76
70200471	851937	PAINT WALL LIGHT BEIGE - 4000 SERIES	4	\$ 499.42	\$ 1,997.68
<b>Subtotal (Not Including Tax)</b>					\$ 86,984.77

NOTE: ALL PRICES ARE PER GALLON

\*\* These are MTS's expected usage per year based on previous purchase history. Vendor should consider a variance of +/- 20%.

Paint Items - Year 2 (Option Year 1)					
Material	MPN	Short Text	Estimated Order Quantity**	Unit Price	Extended Price
70192922	L6049EB	IMRON ELITE BASECOAT(RED)LRV PAINT BOOTH	71	\$ 781.10	\$ 55,458.10
70192948	M1908EB	IMRON ELITE BASECOT GRAY LRV PAINT BOOTH	2	\$ 514.87	\$ 1,029.74
70194076	CG257GNCGRAY	IMRON PAINT GRAY HI GLOS LRV PAINT BOOTH	6	\$ 146.32	\$ 877.92
70194092	GO-CG262B	IMRON GRAY MED GLOSS LRV PAINT BOOTH	8	\$ 151.34	\$ 1,210.72
70197384	CG125DOORGRAY	IMRON PAINT DOOR GRAY	4	\$ 146.25	\$ 585.00
70197392	CG126PCBEIGE	IMRON PAINT POLE COVER BEIGE	3	\$ 146.25	\$ 438.75
70197400	CG127	IMRON PAINT INTERCOM LT BEIGE	3	\$ 146.25	\$ 438.75
70197418	CG128	IMRON PAINT BACK OF SEAT GRAY	6	\$ 146.25	\$ 877.50
70197426	CG129	IMRON PAINT WALL BEIGE	3	\$ 146.25	\$ 438.75
70197434	CG130	IMRON PAINT DRIVER CABIN RED	2	\$ 141.82	\$ 283.64
70197442	CG131	IMRON PAINT FRONT OF SEAT GRAY	6	\$ 128.87	\$ 773.22
70194589	405244	PAINT VINTAGE TROLLEY BEIGE	1	\$ 514.87	\$ 514.87
70194605	412917	PAINT VINTAGE TROLLEY GREEN	1	\$ 366.37	\$ 366.37
70194597	587238	PAINT VINTAGE TROLLEY RED	1	\$ 366.37	\$ 366.37
70194662	CG52	VINTAGE TROLY DARK GREEN INT.PAINT BOOTH	1	\$ 128.87	\$ 128.87

NOTE: ALL PRICES ARE PER GALLON

NOTE: PRICES HAVE BEEN INCREASED BY A FACTOR OF 3%/YEAR

70194670	CG53	VINTG TROLY YELLO ORANGE INT.PAINT BOOTH	1	\$	128.87	\$	128.87	
70192930	L0001EB	IMRON ELITE BASECOAT(BLK)LRV PAINT BOOTH	26	\$	514.87	\$	13,386.62	
70136127	DPIEBG	IMRON ELITE B/C LIGHT BEIGE,PAINT BOOTH	14	\$	514.87	\$	7,208.18	
70192765	GOCG275BMTS20	IMRON 2.1+ ST INT COLOR LIGHT BEIGE	4	\$	151.34	\$	605.36	
70200467	CG 404	PAINT LIGHT GREY WALL/WINDOWS 1&2	4	\$	156.12	\$	624.48	
70200468	CG 403	PAINT BEIGE POST COVER DOOR FRAME	4	\$	156.12	\$	624.48	
70200469	CG 402	PAINT, GREY POST COVER CENTRAL	4	\$	156.12	\$	624.48	
70200470	CG 401	PAINT, GREY DOORS - 3000 SERIES	4	\$	156.12	\$	624.48	
70200471	851937	PAINT WALL LIGHT BEIGE - 4000 SERIES	4	\$	514.87	\$	2,059.48	
<b>Subtotal (Not Including Tax)</b>							\$	89,675.00

\*\* These are MTS's expected usage per year based on previous purchase history. Vendor should consider a variance of +/- 20%.

Paint Items - Year 3 (Option Year 2)								
Material	MPN	Short Text	Estimated Order Quantity**	Unit Price	Extended Price			
70192922	L6049EB	IMRON ELITE BASECOAT(RED)LRV PAINT BOOTH	71	\$	805.26	\$	57,173.46	
70192948	M1908EB	IMRON ELITE BASECOT GRAY LRV PAINT BOOTH	2	\$	530.79	\$	1,061.58	
70194076	CG257GNCGRAY	IMRON PAINT GRAY HI GLOS LRV PAINT BOOTH	6	\$	150.85	\$	905.10	
70194092	GO-CG262B	IMRON GRAY MED GLOSS LRV PAINT BOOTH	8	\$	156.02	\$	1,248.16	
70197384	CG125DOORGRAY	IMRON PAINT DOOR GRAY	4	\$	150.77	\$	603.08	
70197392	CG126PCBEIGE	IMRON PAINT POLE COVER BEIGE	3	\$	150.77	\$	452.31	
70197400	CG127	IMRON PAINT INTERCOM LT BEIGE	3	\$	150.77	\$	452.31	
70197418	CG128	IMRON PAINT BACK OF SEAT GRAY	6	\$	150.77	\$	904.62	
70197426	CG129	IMRON PAINT WALL BEIGE	3	\$	150.77	\$	452.31	
70197434	CG130	IMRON PAINT DRIVER CABIN RED	2	\$	146.21	\$	292.42	
70197442	CG131	IMRON PAINT FRONT OF SEAT GRAY	6	\$	132.86	\$	797.16	
70194589	405244	PAINT VINTAGE TROLLEY BEIGE	1	\$	530.79	\$	530.79	
70194605	412917	PAINT VINTAGE TROLLEY GREEN	1	\$	377.70	\$	377.70	
70194597	587238	PAINT VINTAGE TROLLEY RED	1	\$	377.70	\$	377.70	
70194662	CG52	VINTAGE TROLY DARK GREEN INT.PAINT BOOTH	1	\$	132.86	\$	132.86	
70194670	CG53	VINTG TROLY YELLO ORANGE INT.PAINT BOOTH	1	\$	132.86	\$	132.86	
70192930	L0001EB	IMRON ELITE BASECOAT(BLK)LRV PAINT BOOTH	26	\$	530.79	\$	13,800.54	
70136127	DPIEBG	IMRON ELITE B/C LIGHT BEIGE,PAINT BOOTH	14	\$	530.79	\$	7,431.06	
70192765	GOCG275BMTS20	IMRON 2.1+ ST INT COLOR LIGHT BEIGE	4	\$	156.02	\$	624.08	
70200467	CG 404	PAINT LIGHT GREY WALL/WINDOWS 1&2	4	\$	160.95	\$	643.80	
70200468	CG 403	PAINT BEIGE POST COVER DOOR FRAME	4	\$	160.95	\$	643.80	
70200469	CG 402	PAINT, GREY POST COVER CENTRAL	4	\$	160.95	\$	643.80	
70200470	CG 401	PAINT, GREY DOORS - 3000 SERIES	4	\$	160.95	\$	643.80	
70200471	851937	PAINT WALL LIGHT BEIGE - 4000 SERIES	4	\$	530.79	\$	2,123.16	
<b>Subtotal (Not Including Tax)</b>							\$	92,448.46

NOTE: ALL PRICES ARE PER GALLON

NOTE: PRICES HAVE BEEN INCREASED BY A FACTOR OF 3%/YEAR

\*\* These are MTS's expected usage per year based on previous purchase history. Vendor should consider a variance of +/- 20%.

	Total Per Year
Year 1	\$ 86,984.77
Year 2	\$ 89,675.00
Year 3	\$ 92,448.46
<b>Grand Total</b>	<b>\$ 269,108.23</b>



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## Agenda Item No. 21

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

June 13, 2019

#### SUBJECT:

DAVRA NETWORKS, RUBAN SOFTWARE AND SUPPORT CONTRACT  
AMENDMENT - TROLLEY REAL TIME PROJECT

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 2 to MTS Doc. No. G2071.0-18 (in substantially the same format as Attachment A) with Davra Networks (Davra), increasing the contract value in the amount of \$336,000.00, bringing the contract total to \$761,800.00.

#### Budget Impact

The total estimated cost of this amendment will not exceed \$336,000.00. This amendment funding would come from the Capital Improvement Project (CIP) No. 2008110701.

#### DISCUSSION:

Passenger information systems are a key communication link between transit operations and the traveling public. MTS utilizes Davra Network's RuBAN™ software systems for next train arrivals, public address system announcements integration, Light Rail Vehicle (LRV) telematics and diagnostics, General Transit Feed Specification (GTFS) data, reports, and smart train sign programming.

While the RuBAN™ platform was primarily designed to provide MTS passengers useful transit information, it has also become a tool for LRV operations and LRV maintenance staff. Diagnostic information collected from LRVs in service allows maintenance staff to preemptively remove LRVs from service prior to a failure. As the GTFS project was being implemented, MTS discovered that the combination of Wi-Fi connected run number signs (RNS) together with the RuBAN™ platform gave MTS the ability to further develop the system to provide information useful to LRV operations.



In this next phase of the development of the RuBAN™ platform, MTS will develop a Train Management Application (TMA) that will be used to:

- Automatically detect LRV consists as they are assembled
- Remotely change car consist assignments while LRV is in service
- Remotely change train number signs while LRV is in service
- Automate the creation of daily reports
- Leverage the data for on-time performance reporting
- Integrate with Automated Passenger Counter (APC) system ensuring that accurate LRV numbers are reported

The overall goal of the project is to migrate train operations from a manual and potentially error-prone process to a technology-based process. By providing a TMA and automating many previously manual processes, MTS will eliminate erroneous data and provide operational tools to better manage the LRV's while in service as well as collecting real-time data which will be used to improve on-time performance.

Davra has developed and expanded the RuBAN™ platform to meet agency needs and is responsible for support of all aspects of this platform. Davra is the only firm that can develop the additional software enhancements to meet the continuing needs of the agency and support the current system in place. This support includes software development, configuration, implementation, testing and support of the essential cross system integrations. In order to maintain the RuBAN™ platform in a state of good repair and continue to provide the real-time information which our transit riders have come to expect and rely upon, it is necessary that Davra continue to provide operational support of the RuBAN™ platform.

The proposed amount for this work is based off the rates of the existing contract and the total cost was determined to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Amendment No. 2 to MTS Doc. No. G2071.2-18, (in substantially the same format as Attachment A) with Davra Networks, increasing the contract value in the amount of \$336,000.00, bringing the contract total to \$761,800.00.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

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

Attachment: A. Draft Amendment No. 2 to MTS Doc. No. G2071.0-18



June 13, 2019

MTS Doc. No. G2071.2-18

Davra Networks  
Brian McGlynn  
440 North Wolfe Road  
Sunnyvale, CA 94085

Subject: AMENDMENT NO. 2 TO MTS DOC. NO. G2071.0-18; DAVRA NETWORKS, RUBAN SOFTWARE AND SUPPORT INFRASTRUCTURE SOLUTION

Mr. Brian McGlynn:

This shall serve as Amendment No. 2 to our agreement for the RuBAN Software and Support Infrastructure System as further described below.

SCOPE

This amendment will provide automation of the LRV Management, Operations and reporting process through a developed trolley management application under the RuBAN Software Infrastructure Solution as detailed in Attachment A.

SCHEDULE

There are no changes on the schedule. The overall termination date of the agreement remains November 30, 2022.

PAYMENT

As a result of this Amendment the contract value will increase by \$336,000.00 from \$425,800.00 to \$761,800.00. All other conditions remain unchanged.

Please sign below, and return the document to the Contracts Specialist at MTS. All other terms and conditions shall remain the same and in effect.

Sincerely,

Agreed:

\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

\_\_\_\_\_  
Brian McGlynn,  
Chief Operating Officer

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

APR2019.G2071.1-18.DAVRA.doc

Enclosure: Attachment A- Scope of Work

Cc: J. McNeil, S. Bobek, L. Marinesi, S. Elmer, R. Degala

# SDMTS

## Trolley Real Time System

08 May 2019

## Project

Automated LRV Management and Reporting

### Project Overview

This project will automate the entire process of LRV Management, Operations and reporting and enable LRV ops to move from a manual driven process to an automated process. The project will be based on a previous successful project which added Woojin signs which enables this automation to consists and LRVs..

### Tasks

#### 1. Woojin RNS/IOx pyRNS Agent

- Update IOx pyRNS Agent to reflect changes in Woojin firmware 2.0.2 (Woojin ICD Specification V2.1)
  - Work with Woojin to understand and investigate behaviour of new command code (0x10).
  - Fix new stuffing behaviour
  - Support downloads and confirm command codes (0xA1-0xA3)
  - Validate upload CONFIRM seqnum
- Rewrite pyRNS Agent to support for A & B end cabs.
  - Ensure downloads from RNS is consistent and valid.
  - Ensure upload to RNS pushed to both signs (A and B cab ends)
  - Arbitrate any discrepancy, the latest code enter will prevail .

#### 2. Cisco IOX Manager

- Cisco IOx Local Manager is a platform-specific application that is installed on a host system as part of the installation of the Cisco IOx framework on that device. It provides a web-based user interface that you can use to manage, administer, monitor, and troubleshoot apps on the host system, and to perform a variety of related activities. The Cisco IOx application has failed to provide uniform and consistent hosting capabilities, investigate time and resources into Cisco IOX to stabilize our solution and gain more consistency.
- To manage apps across different devices, you can use Cisco Fog Director. Rewrite platform to support Cisco Fog Director.
- Find and identify backup alternative mechanism besides Cisco IOx Manager and Cisco Fog Director.

#### 3. Automated Consist Detection

To determine cars in each consist even if some 829s/CCUs are not directly contactable but assuming one CCU within the consist *is* contactable and run “eum status” to get IPs and hence LRV names (via a simple naming rule) of all cars.

Also need to know master (already done with CCU getmaster cmd, *ccumasterip.tcl*). For true master/interim master interpretation, see here:

<https://davranetworks.atlassian.net/wiki/spaces/SETAP/pages/594280468/SDMTS+RNS+Use+Cases>

TCL

- Our current TCL scripts reads the LRV Central Control Unit (CCU) log files. The CCU log file information is then interpreted and deciphered to help predict the trains location, direction of travel, and next arrival. Revisit, investigate and research the interpretation of CCU logs to ensure we are capturing all the necessary information. Search for any other data that can be extracted from CCU.
- Investigate possibility for inter-car comms. Test and analyse telnet to CCU communication. Telnet is a network protocol that allows a user on one computer to log into another computer that is part of the same network. Explore building consist using the eum status CCU command.
- Implement:
  - Learn TCL
  - Update TCL scripts

### RNSHandler

- Changes to RNS Handler for new consist handling & exposing via API.  
GraphQL to mirror API (debug use only)
  - Purge old code
  - Redo propagation of train number to whole consist.
  - Define rules and procedure for building consist and propagating train numbers.
    - Ex. Different route codes, no master RNS, different train numbers within consist.
  - TN must be 'current' (lastSeen)
  - Display a single consist icon on map rather than 2 or 3 cars moving together.

## 4. Train Management App

For purposes of this scope we will assume automatic consist detection is a possibility.

However, we have to assume there will always be the worst case of a non-contactable consist (i.e. no cars in consist can be queried). Therefore, will always need manual consist editing (we will not attempt to guess consist using any other criteria).

A failing of earlier RNS App was not identifying/distinguishing various car & consist states & their scope, so, possibly:

- **Power States:** Identify LRV power states & accessibility between components (829, RNS, CCU) at each state. Clear & consistent naming for each state.
  - **Dead:** A car is not contactable at all. This can occur if it has been **Off** to 3 or 4 days and the battery has expired or the battery has been purposely disconnected for maintenance.
  - **Powered Off:** The car is not powered **On** but the battery, whilst it lasts, is keeping the 829 router active.
  - **Powered On:** The car has basic power (e.g. for lights & doors). Activated by external button on car, will last for ~30 minutes unless car is then **Keyed**.
  - **Keyed/(Keyed On):** The car is fully operational and can move. Activated by driver turning key inside the cab, thus making that car a **Master**.
  - Discover the state of the LRV when a car is powered on and part of a consist but not master? Define the state based on CCU logs (ex. powered on or is it discernible as a separate state).

- **Connectivity States:** May be due to the Power State a car is in or due to comms failure at some point:
  - Identify **LRV Connectivity States** - when comms fails between component (829, RNS, CCU) and consequences of such failure. Clear & consistent naming for each state.  
Must handle intermittent states, such as temporary loss-gain-loss of comms with RNS,etc
    - Build rules and procedure for the scenario when the 829 router(s) cannot contact car at all and/or is not receiving GPS. We regard this car as unmanageable. Identify procedure to classify the consist when communication is lost.
    - Procedure for no CCU communication.
    - Procedure for no RNS communication.
  - Identify **Consist Connectivity States** - when comms fails between CCUs and consequences of such failure. Clear & consistent naming for each state.
    - No CCUs - no car in consist can connect to its or other CCUs
    - No RNSes - no car in consist can connect to either of its RNSes

Train Mangement App will either have consists or individual cars that can be manually assigned a train number or dragged & dropped on to an existing consist. Only individual cars can be added to existing consists (but 'existing consist' may only be one car itself).

If any failed component resumes working then it will supply data that may conflict with that set manually:

- CCU may reveal that car is in different consist
- RNS may reveal different TN.
- Create rules and procedures for failed components above and manual overrides of RNS and CCU.

#### Work for RNSHandler

- Persist LRV states (at least any manual overrides), with timestamp/aging to determine if persisted state should be considered upon restart.
- New API to support App behaviour (and removal of old APIs)
- Arbitration logic for propagating TNs to cars in consist
- Rework RNS Handler script, which will enable a scheduled mechanism to push expected train number to all cars/consists.

#### Work for Application

- Much like old RNS App, 3 zones on UI:
  - Live consists
  - OOS consists
  - Unassigned (individual, powered up) cars & "Offline" cars (not powered up).
- UX will define visual representation of each state. Be aware may have multiple "states" at any one time, e.g. failure of both 829-RNS comms and 829-CCU comms.

- For reference, the old RNS App - inconsistent & incomplete:

**Standard Car**

A connected car which is part of a consist.

**Master Car**

A master car of its own consist.

**Manually Moved Car**

A car which is currently displayed in a different consist than the one its own CCU is reporting.

**Disconnected car**

Car that cannot communicate with the Master CCU

**Offline Car**

Car with no working CCU or 829

- Display all LRVs and indicate state(s) as define above (even if they are unmanageable/dead cars). Clear distinction between In Service (with line colour) & OOS consists. Will also indicate possible 'health' issues as reported by getLRVStatus().  
UI challenge here as potentially a lot of 'states' to represent on a single LRV icon.
- UI will Groups cars into consists based on autodetection or manual overriding.
- A lone car can be manually assigned to a consist by:
  - Assigning train number to car (may be first car in that consist).
  - Drag & drop (it will take the train number of existing consist)
- "Find" function to find a car and highlight it
- Train number can be set by either driver or OCC:
  - Last one wins always?
  - OR, if manually set by OCC, it always wins?

## 5. Outstanding Bugs/Features/Tech Debt

Identify key bugs/features requests & technical debt to be addressed in this phase.

### Mandatory

- ETA TN Map needs device filter
- ETA Trip Countdowns not loaded for times after 23:59:59
- ETA no longer shows trains which have no trip\_id, so unscheduled trains never appear
- (see above) - pyRNS IOx Agent does not process RNS ack ('process complete') msgs (0xA1 to 0xA3)
- (see above) - Update pyRNS IOx Agent to align with Woojin 2.02 firmware (2.1 Spec)
- (see above) - ETA-RNS should support an RNS in both cabs of a car (LRV)
- Document & share SDMTS procedure when changing an 829
- If 829 changed in an LRV, pyRNS IOx agent config must be manually updated

### Tech Debt

- ETA-46 - Change eta app to use mqtt /ruban/iotdata instead of /ruban/gps
- In preparation for LRV OPS Report, we will need to extract GTFSDb to a separate microservice and make ETA use this. RNS Handler will also then use it for reporting purposes. Wojciech did a version of this that was made redundant by Colin's pre-Xmas changes for ETA-RNS trip mapping but we need to get it back and do it right.

#### Desirable - ETA rewrite

ETA is a legacy App that should be rewritten using new style Apps/Custom Components & Microservices feature of AEP platform.

Work should be a rewrite, i.e. purging of old/redundant code and also include technical documentation on the solution

- ETA-150 & ETA-35 (& ETA-29) & ETA-70 (ETA rewrite)
- ETA-109 (ETA-135 is a big step in that direction)

#### Desirable - Other

- ETA-155 - pyRNS IOx agent processing of RNS msgs can hang intermittently.

### **6. Knowledge Transfer, Training and Docs**

Make an ETA manual that will include details on:

- Train Management App
- Train Numbers Map (probably rename that)
- Diagnostics - Use & interpretation of getLRVStatus
- Process for router management - new LRV, swapping routers, etc:
  - ZTP
  - Informing Davra of changes

### **7. LRV OPS Report**

Storage/retrieval of consist data will be via RNSHandler, TMAApp will launch text reports and (Excel not required) display on screen (main App will show real-time consists and have 'find car' feature)

Must store for 'years' in case of legal issue, need to know cars involved in consists.

Essentially, we need to know:

- What car combination performed each trip for each day/train number/trip.
- What car was master in each trip (Needed?), so we can show car1, car2, car3 in order.

Typical report, for Blue Line Train Number "004" on 11 March 2019:

TRAIN #04															
Eastbound							Westbound								
Codes	Car 1	Car 2	Car 3	Car 4	AMP Depart	Imperial & 12th	San Ysidro Arrive	San Ysidro Depart	Imperial & 12th	AMP Arrive	Car 1	Car 2	Car 3	Car 4	Reason Codes
	4011	2028	4052			4:45 AM	3	5:18 AM	5:28 AM	3	6:02 AM	3	6:13 AM		
					6:18 AM	3	6:30 AM	3	7:03 AM	7:13 AM	3	7:47 AM	3	7:58 AM	
					8:03 AM	3	8:15 AM	3	8:48 AM	8:58 AM	3	9:32 AM	3	9:43 AM	
					9:48 AM	3	10:00 AM	3	10:33 AM	10:43 AM	3	11:17 AM	3	11:28 AM	
					11:33 AM	3	11:45 AM	3	12:18 PM	12:28 PM	3	1:02 PM	3	1:13 PM	
					1:18 PM	3	1:30 PM	3	2:03 PM	2:13 PM	3	2:47 PM	3	2:58 PM	
SR/23	4065	2026	4045		3:03 PM	3	3:15 PM	3	3:48 PM	3:58 PM	3	4:32 PM	3	4:43 PM	4052 2028 4011 SR
					4:48 PM	3	5:00 PM	3	5:33 PM	5:43 PM	3	6:17 PM	3	6:28 PM	
					6:33 PM	3	6:45 PM	3	7:18 PM	7:28 PM	3	8:02 PM	3	8:13 PM	
	4011	2028			8:18 PM	3	8:30 PM	2	9:03 PM	9:28 PM	2	10:02 PM	2	10:13 PM	M-TH Cut
					10:18 PM	2	10:30 PM	2	11:03 PM	11:28 PM	2	12:02 AM	2	12:13 AM	F Cut

**8. Local FEK Stack**

Use SD DEV2 as server for FEK stack.

Require ETA rewrite to be any use as we (currently) only log messages from standalone microservices.

**Deliverables and Schedule**

**Trolley Real Time System**

	Time (Days)	Payment Milestone
<b>Kick-off Meeting and Cisco IOX Investigation</b>	4	
<b>Engineer Site Visit</b>	10	
<b>Woojin RNS/IOx pyRNS Agent</b>	14	
<ul style="list-style-type: none"> <li>• GraphiQL API (getSignConsists) retrieves both A &amp; B End, also reports how signs were set (at A, at B, or via Application (ex. which one was set and which one was sync). Provide simple logic schematic or document explaining how RNS is set (who wins in what scenarios).</li> <li>• Updated documentation of the API get and set commands. Show both all information in API, which end was set, when, and how.</li> <li>• Confirmation (writing) from Davra and Woojin that Woojin Firmware and Davra Python responses are behaving properly and meeting all parties' expectations.</li> <li>• Provide Python RNS Handler Code in raw form and documentation or at document explaining the workings and changes.</li> </ul>		
<b>Automated Consist Detection</b>	29	30%



- Provide CCU connection process and communication documentation. Provide documentation on decision making for forming a consist (ex. if router is down in one LRV)
- Provide Update TCL scripts and documentations of their workings.
- Provide Python RNS Handler Code in raw form and documentation or at document explaining the workings and changes.

**LRV Management App**

80

30%

- Application along with operator documentation and configuration/decision making tree.
- New API with documentation

**Outstanding Bugs/Features/Tech Debt**

30

- ETA TN Map needs device filter
- ETA Trip Countdowns not loaded for times after 23:59:59
- Documentation and access to new GTFSDB micorservice.
- ETA rewrite - Documentation and access to/of new micorservice

**LRV OPS Report**

45

- Reports of daily operation
- A process to nightly consolidate information which reports accurate car and train numbers to the INIT

**Knowledge Transfer, Training and Docs**

13

- Train Management Application Documentation
- Train Numbers Map Documentation
- Diagnostics - Use & interpretation of getLRVStatus – should be above with API docs
- Process for router management - new LRV, swapping routers, etc

**Local FEK Stack Integration**

15

- Use SD DEV2 as server for FEK stack. Require ETA rewrite to be any use as we (currently) only log messages from standalone microservices

User Acceptance and final signoff		40%
<b>Total</b>	<b>240</b>	

## Professional Services

For the Services provided under this SOW, Davra Networks estimated a total of **240** days at the standard SD MTS Rate of **\$1,400** per day.

## Payment Terms

Payment will be made on a milestone basis or as agreed upon by San Diego project PM in 3 payments aligning to project milestones.

Project shall commence as soon as PO received.

On “Go Live” of Train Management Application Davra will provide San Diego MTS Ongoing support contract to be finalised on completion.

## Change Management

- Requests for changes beyond those defined in this sow will require a Change Order Request. No additional services will be provided unless and until the Change Order Request is signed by both parties.
- Change Order Requests may affect the project schedule and project cost.
- Delays by third party vendors may impact the project schedule and may create applicable additional charges that will require a Change Order.

If the above defined project responsibilities are not met, additional fees may apply.

## Locations

Davra Networks will complete the Trial at the locations listed below.

1. On-site at SD MTS
2. Davra R&D HQ in Dublin Ireland

## Assumptions

1. Davra will provide a dedicated development Resource and a project manager to this project.
2. San Diego will provide a dedicated Project Manager to his project.

- 3. San Diego will provide all documentation and reports to Davra as required.
- 4. Both parties will commit to weekly update and progress meetings

## Project Completion

Davra Networks shall agree that this project (and each milestone ) is complete once all items within this SOW have been delivered.

## Contacts

**Davra** - Brian McGlynn, +1 925 918 5166, [brian.mcglynn@davra.com](mailto:brian.mcglynn@davra.com)

**SDMTS** - Jason McNeil, Phone: 619-744-5940, [Jason.McNeil@sdmts.com](mailto:Jason.McNeil@sdmts.com)

## SDMTS: Automated LRV Management & Reporting

## Authorization

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

\_\_\_\_\_  
SDMTS Title DATE

\_\_\_\_\_  
Davra Title DATE



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

## Agenda Item No. 22

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

June 13, 2019

#### SUBJECT:

CONDUENT TRANSPORTATION SOLUTIONS, INC. FOR REGIONAL TRANSIT  
MANAGEMENT SYSTEM (RTMS) HARDWARE AND SOFTWARE UPGRADES -  
SOLE SOURCE AWARD

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2260.0-19 (in substantially the same format as Attachment A) in amount of \$6,542,899.06 with Conduent Transportation Solutions, Inc. (Conduent) for the purchase of hardware and software upgrade services for the Regional Transit Management System (RTMS) and Radio Site Upgrade project; and an option to install mobile data routers on the bus fleet exercisable under the CEO's discretion.

#### Budget Impact

The total cost of this agreement shall not exceed \$6,542,899.06. MTS and North County Transit District (NCTD) will share costs of the upgraded components based on the RTMS cost sharing Memorandum of Understanding (MOU) G0699.0-02. Funding for MTS's portion of the costs will be provided through the Capital Improvement Program (CIP) budget (1007110001).

#### DISCUSSION:

MTS and NCTD use the RTMS to manage their fixed route buses in daily transit operations. RTMS is a full Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) solution which tracks on-time performance, communicates with buses via radio, and provides passengers with real-time information. As part of the current RTMS and Radio Site Upgrade project, the system and vehicle hardware are being replaced with newer equipment.



Conduent provides the vehicle hardware and software to operate RTMS. This contract will provide for the following new software and equipment:

- Install new vehicle hardware and provide spares (IVU 4000) on 530 MTS and NCTD vehicles
- Virtualize and configure RTMS server infrastructure
- Install mobile data routers for cellular communications of RTMS data, real-time video, and the new account-based fare system traffic.
- Convert data radio channels to voice channels
- Add automatic vehicle announcements to the Rapid Express buses
- OrbCAD dispatching software upgrade and enhancements

The new upgraded components will provide increased functionality and operational continuity with the existing system and hardware already installed on vehicles. The most recent upgrades have been reflected in the South Bay, East County, and Copley garages.

As part of the fare system project, MTS will install mobile data routers on all fixed-route buses for real-time RTMS, on-board video, and fare system data. Conduent will install the mobile routers on all vehicles being upgraded as part of this project and have also provided an option to install mobile routers on the buses that are not being upgraded as part of this project

This is a sole source request. Conduent's hardware and software are the only available options compatible with MTS and NCTD's existing RTMS. The upgrade will ensure a continuity and uninterrupted transition for both agencies' RTMS systems.

An analysis of the pricing was undertaken and it was found to be within range of the Independent Cost Estimate for the project. Costs were also compared with the RTMS Upgrade and Expansion and the Copley Park Expansion projects completed in 2015 and 2017 respectively. Based on the analysis, staff determined that Conduent's costs are fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2260.0-19 (in substantially the same format as Attachment A) in amount of \$6,542,899.06 with Conduent for the purchase of hardware and software upgrade services for the RTMS and Radio Site Upgrade project; and an option to install mobile data routers on the bus fleet exercisable under the CEO's discretion.

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

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

Attachment: A. Draft MTS Doc. No. G2260.0-19

**STANDARD SERVICES AGREEMENT  
FOR  
REGIONAL TRANSIT MANAGEMENT SYSTEM (RTMS)  
VEHICLE HARDWARE & SOFTWARE UPGRADE**

G2260.0-19  
CONTRACT NUMBER

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Conduent Transport Solutions Inc. Address: 12410 Milestone Center Drive

Form of Business: Corporation Suite 500, Germantown, MD 20876  
(Corporation, partnership, sole proprietor, etc.)

Telephone: + 1 973.261.7058 Email \_\_\_\_\_  
Address: mick.slaterry@conduent.com

Authorized person to sign contracts: Mick Slaterry President  
Name Title

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

Provide RTMS Vehicle Hardware and Software upgrade as specified in the Scope of Work (attached as Exhibit A), Pricing Schedule (attached as Exhibit B), and in accordance with the Standard Conditions (attached as Exhibit C) and Federal Requirements (attached as Exhibit D) with the Signed MTS Forms-Contractors Name (attached as Exhibit E).

The contract term is for up to eighteen (18) months. Commencement shall take effect after issuance of Notice to Proceed/ Purchase Order.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$6,542,899.06 without the express written consent (\$6,440,098.06 for vehicle hardware and software upgrade and \$102,801.00 for an option to install mobile router to nonupgraded buses at MTS's sole discretion).

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM CONTRACTOR AUTHORIZATION**

By: \_\_\_\_\_  
Chief Executive Officer

Firm: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Office of General Counsel

Title: \_\_\_\_\_

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

SA-SERVICES (REV 8/2/2018)  
DATE



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

## Agenda Item No. 23

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

June 13, 2019

#### SUBJECT:

TASK ORDER CONTRACT APPROVAL TO PERFORM COMMUNITY OUTREACH  
AND OPERATING PLAN DEVELOPMENT FOR THE SOUTH BAY FEEDER BUS  
SERVICE

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order WOA1950-AE-38 to MTS Doc. No. G1950.0-17 (in substantially the same format as Attachment A) with Kimley-Horn and Associates, Inc. (KHA) in the amount of \$225,723.33 to perform community outreach and operating plan development for the South Bay feeder bus service.

#### Budget Impact

The value of the Engineering Design Work Order will not exceed \$225,723.33 and is allocated under Capital Improvement Program (CIP) budget number 1009108401 - South Bay Feeder Bus Service – Design.

#### DISCUSSION:

As part of its grant application to the State of California for the Transit and Intercity Rail Capital Program (TIRCP), MTS developed preliminary routing and station locations for the South Bay Feeder Bus Service. The new service would extend from the Otay Mesa Transit Center to Imperial Beach, and would connect both areas to the UC San Diego Blue Line at the Iris Avenue Transit Center.

KHA will conduct thorough community and stakeholder outreach, through which an informed operating plan for the service is developed and implemented.

On January 12, 2016, San Diego Association of Governments (SANDAG) and MTS issued a joint Request for Statement of Qualifications (RFSQ) for On-Call Architectural and Engineering (A&E) Design Consulting services. The RFSQ resulted in the approval



of 8 firms qualified to perform A&E services. Tasks are assigned to the firms through a work order process. MTS selects the most qualified firm based on the capability to perform the scope of work.

On March 4, 2019, staff issued a Request for Proposals (RFP) to approved A&E firms. On April 5, 2019 MTS received one (1) proposal from KHA. A post-proposal survey revealed that a number of firms that received the solicitation did not submit a proposal because the requested service was not their specialty.

An evaluation panel was comprised of MTS representatives, and the proposals were evaluated based on the following factors.

1. Project Team
2. Project Team's Capabilities
3. Project Understanding and Approach
4. Schedule

After an evaluation of the proposal, the evaluation panel determined KHA met the requirements set forth in the RFP. KHA's final score was 94.67 points out of maximum 100 points.

KHA's proposed amount of \$225,723.33, which includes optional tasks in the amount of \$16,104.02 is less than MTS's Independent Cost Estimate (ICE) of \$234,990.00 and is determined to be fair and reasonable.

For this project, KHA will not utilize subcontractors.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order WOA1950-AE-38 to MTS Doc. No. G1950.0-17 (in substantially the same format as Attachment A) with KHA in the amount of \$225,723.33 to perform community outreach and operating plan development for the South Bay feeder bus service.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

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

Attachment: A. Draft Work Order WOA1950-AE-38, MTS Doc. No. G1950.0-17



June 13, 2019

MTS Doc. No. G1950.0-17  
Work Order No. WOA1950-AE-38

Mr. Dennis Landaal, P.E.  
Principal  
Kimley-Horn and Associates, Inc.  
401 B Street, Suite 600  
San Diego, CA 92101

Dear Mr. Landaal:

Subject: MTS DOC. NO. G1950.0-17, WORK ORDER WOA1950-AE-38, ENGINEERING DESIGN SERVICES TO PERFORM COMMUNITY OUTREACH AND OPERATING PLAN DEVELOPMENT FOR THE SOUTH BAY FEEDER BUS SERVICE

This letter shall serve as our agreement for Work Order WOA1950-AE-38 to MTS Doc. No. G1950.0-17, to perform community outreach and operating plan development for the South Bay feeder bus service.

SCOPE OF SERVICES

Perform community outreach and operating plan development for the South Bay feeder bus service. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A)

SCHEDULE

The Scope of Services, as described above, shall remain in effect through construction of the project.

PAYMENT

Payment shall be based on actual costs in the amount not to exceed without prior authorization of \$225,723.33

Please sign below, and return the document to the Contracts Specialist at MTS. All other terms and conditions shall remain the same and in effect.

Sincerely,

Accepted:

Paul C. Jablonski  
Chief Executive Officer

\_\_\_\_\_  
Dennis Landaal, Principal  
Kimley-Horn and Associates, Inc.

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

Attachments: Attachment A, Scope of Services  
Attachment B, Negotiated Fee Proposal

## ATTACHMENT A

### SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)

#### SCOPE OF WORK

##### **I. PROJECT DESCRIPTION**

This project generally consists of a complete network Integration for South Bay Feeder Bus Service (Project), a new bus route from Otay Mesa Transit Center to Imperial Beach that connects both areas to the UC San Diego Blue Line at the Iris Avenue Transit Center. As part of its grant application to the State of California for Transit and Intercity Rail Capital Program (TIRCP), MTS developed preliminary routing and station locations for the Project (see Exhibit A, MTS Proposed South Bay Feeder Bus Service Routing and Station Locations Map).

##### **II. EXPECTED RESULTS**

The objective of this work order is to conduct thorough community and stakeholder outreach, through which an informed operating plan for the Project is developed.

##### **III. SCOPE OF WORK**

The scope of work shall consist of the following tasks and deliverables:

###### **Task 1 (August-September 2019): Initial Outreach**

- Conduct, lead, promote, and advertise two (2), or more community meetings in the Otay Mesa West, Imperial Beach, and/or other affected communities at locations and times determined to attract the widest community participation.
  - Present concepts including general industry best practices for Rapid bus lines, MTS-developed route and station location options for the Iris Rapid, and other relevant material
  - Solicit feedback on routing options and station locations
  - Design and produce displays and other collateral needed
  - Proposal should specify advertising and promotional efforts and the proposed budget for these
- Attend and lead 1-2 meetings each with appropriate staff from City of San Diego (SD), City of Imperial Beach (IB), and CalTrans
- Incorporate feedback from Community Based Organization CBO/Nelson Nygaard outreach effort (if provided by MTS)
- **Deliverable:**  
Summary report of outreach efforts and results

###### **Task 2 (October 2019): Identify Outreach-Driven South Bay Feeder Bus Service Routing and Station Locations**

- Use Task 1 results to finalize routing and station locations
- Establish opportunities and challenges with potential routings and station locations
  - Conduct all necessary field work required to accomplish task
  - Includes 1-2 meetings with MTS Operations staff; an MTS bus and driver will be available for testing routings if necessary.
- Recommend transit priority measures, such as bus lanes, queue jumps, and Transit Signal Priority (TSP)
- Attend and lead 1-2 meetings each with appropriate staff from SD, IB, and Caltrans
- **Deliverable:**  
Summary report including finalized route and station locations, including maps and graphics necessary for public information

###### **Task 3 (November-December 2019): Follow-Up Outreach**

- Conduct, lead, promote, and advertise two (2), or more community meetings in the Otay Mesa West, Imperial Beach, or other affected communities at locations and times determined to attract the widest community participation.

- Present results of Tasks 1 and 2 including finalized routing and stop locations, and transit priority measures
- Solicit feedback on station siting and amenities
- Design and produce displays and other collateral needed
- Proposal should specify advertising and promotional efforts and the proposed budget for these
- Attend and lead 1-2 meetings each with appropriate staff from SD, IB, and Caltrans
- **Deliverable:**  
Summary report of outreach efforts and results

**Task 4 (January 2020): Finalize Outreach-Driven Operating Plan**

- Use Task 3 results to finalize station sites and required amenities
- Develop operating plan with preliminary schedule, utilizing outreach results to best meet community and rider needs, best connect with the Blue Line, and complement other area services
  - Incorporate any unique needs or restrictions for Zero Emission Bus (ZEB) operation
  - Estimate revenue and total hours and miles and bus utilization
  - Prioritize Blue Line connections and summarize interface with other area transit services
- Preliminary design work (up to 5% design) for stations and transit priority features
  - Conduct all necessary field work and surveying required to accomplish task
  - Includes 1-2 meetings with MTS Operations staff
- **Deliverables:**
  - Operating plan for ZEB operation of the Iris Rapid, including maps/graphics necessary for public information and schedules
  - Preliminary design concepts (up to 5%) for stations and transit priority features

**IV. PERIOD OF PERFORMANCE**

August 2019–January 2020

**V. DELIVERABLES**

- Summary reports of outreach efforts and results
- Summary report including finalized route and station locations, including maps and graphics necessary for public information
- Operating plan for ZEB operation of the South Bay Feeder Bus Service, including maps/graphics necessary for public information and schedules
- Preliminary design concepts (up to 5%) for stations and transit priority features

**VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES**

<b>Task</b>	<b>Begin/End Dates</b>
1. Initial Outreach	August-September 2019
2. Identify Outreach-Driven South Bay Feeder Bus Service Routing and Station Locations	October 2019
3. Follow-Up Outreach	November-December 2019
4. Finalize Outreach-Driven Operating Plan	January 2020

**VII. MATERIALS TO BE PROVIDED BY MTS AND/OR THE OTHER AGENCY**

MTS to share general grant information and provide general route/station concepts.

**VIII. MTS ACCEPTANCE OF SERVICES:**

Contractor shall not be compensated at any time for unauthorized work outside of this Work Order. Contractor shall provide notice to MTS' Project Manager upon 100% completion of this Work Order. Within five (5) business days from receipt of notice of Work Order completion, MTS' Project Manager shall review, for acceptance, the 100% completion notice. If Contractor provides final service(s) or final work product(s) which are found to be unacceptable due to Contractors and/or Contractors subcontractors negligence and thus not 100% complete by MTS' Project Manager, Contractor shall be required to make revisions to said service(s) and/or work product(s) within the Not to Exceed (NTE) Budget. MTS reserves the right to withhold payment associated with this Work Order until the Project Manager provides written acceptance for the 100% final completion notice. Moreover, 100% acceptance and final completion will be based on resolution of comments received to the draft documents and delivery of final documentation which shall incorporate all MTS revisions and comments.

Monthly progress payments shall be based on hours performed for each person/classification identified in the attached Fee Schedule and shall at no time exceed the NTE. Contractor shall only be compensated for actual performance of services and at no time shall be compensated for services for which MTS does not have an accepted deliverable or written proof and MTS acceptance of services performed.

**IX. DEFICIENT WORK PRODUCT:**

Throughout the construction management and/or implementation phases associated with the services rendered by the Contractor, if MTS finds any work product provided by Contractor to be deficient and the deficiently delays any portion of the project, Contractor shall bear the full burden of their deficient work and shall be responsible for taking all corrective actions to remedy their deficient work product including but not limited to the following:

- Revising provided documents,

At no time will MTS be required to correct any portion of the Contractors deficient work product and shall bear no costs or burden associated with Contractors deficient performance and/or work product.

**X. DELIVERABLE REQUIREMENTS**

Contractor will be required to submit any and all documentation required by the Scope of Work. The deliverables furnished shall be of a quality acceptable to MTS. The criteria for acceptance shall be a product of neat appearance, well-organized, and procedurally, technically and grammatically correct. MTS reserves the right to request a change in the format if it doesn't satisfy MTS's needs. All work products will become the property of MTS. MTS reserves the right to disclose any reports or material provided by the Contractor to any third party.

Contractor shall provide with each task, a work plan showing the deliverables schedule as well as other relevant date needed for Contractor's work control, when and as requested by MTS.

Contractor's computer data processing and work processing capabilities and data storage should be compatible with Windows compatible PC's, text files readable in Microsoft Word, and standard and customary electronic storage. Contractor shall maintain backup copies of all data conveyed to MTS.

Contractor shall provide MTS with hard copy or electronic versions of reports and/or other material as requested by MTS.

**XI. PRICING**

Pricing shall be firm and fixed for the duration of the Work Order and any subsequent Change Orders/Amendments to the Work Order. There shall be no escalation of rates or fees allowed.

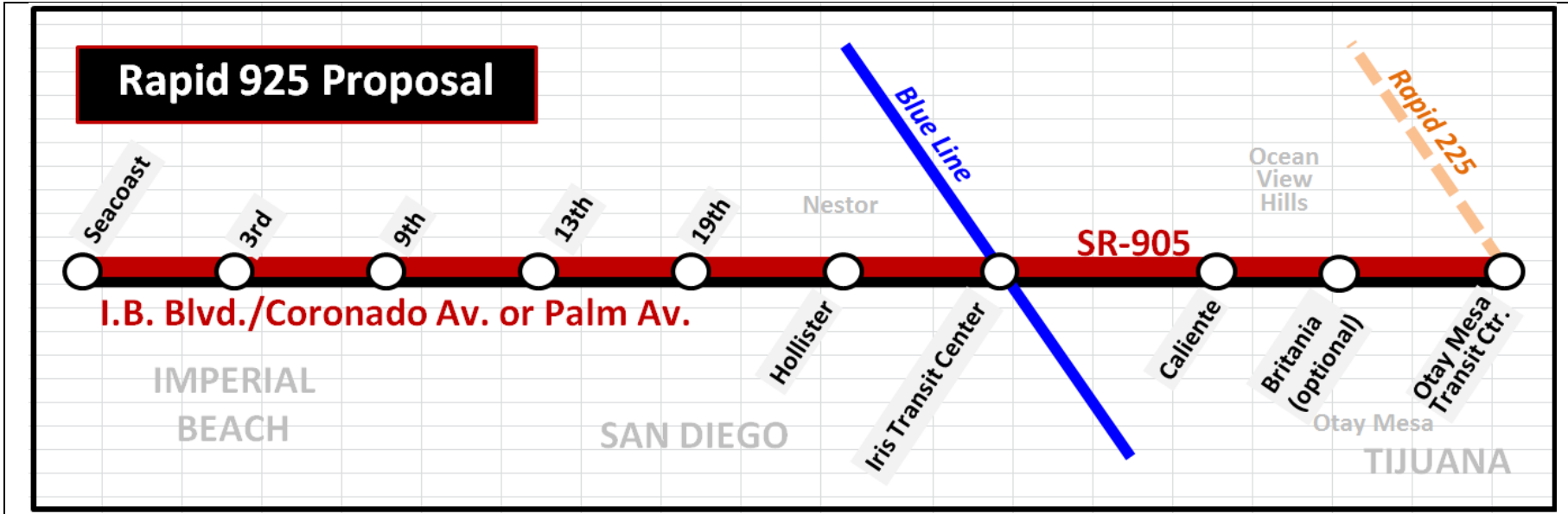
**XII. PREVAILING WAGE**

Prevailing wage rates apply to certain personnel for these services?  Yes  No

If yes, please list classification subject to prevailing wage rates:


Exhibit A, MTS Proposed South Bay Feeder Bus Service Routing and Station Locations Map

Exhibit A, MTS Proposed South Bay Feeder Bus Service Routing and Station Locations Map



# Work Order Estimate Summary

Att. A, AI 23, 6/13/19

MTS Doc. No.  

Work Order No. WOAXXXX-AE-38

Attachment: B

Work Order Title: SOUTH BAY FEEDER BUS SERVICE - COMMUNITY  
OUTREACH AND OPERATING PLAN DEVELOPMENT

Project No:  

**Table 1 - Cost Codes Summary (Costs & Hours)**

Item	Cost Codes	Cost Codes Description	Total Costs
1			\$209,619.31
2			

Totals = \$209,619.31

**Table 2 - TASKS/WBS Summary (Costs & Hours)**

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	TASK 1	INITIAL OUTREACH	265.0	\$66,832.46
2	TASK 2	SERVICE ROUTING, STATION LOCATIONS, AND PRIORITY MEASURES	254.0	\$44,452.83
3	TASK 3	FOLLOW-UP OUTREACH	85.0	\$20,808.60
4	TASK 4	FINALIZE OUTREACH-DRIVEN OPERATING PLAN	473.0	\$77,525.42
5	TASK 5			

Totals = 1,077.0 \$209,619.31

**Table 3 - Consultant/Subconsultant Summary (Costs & Hours)**

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				KIMLEY-HORN & ASSOCIATES	1,077.0	\$209,619.31

Totals = 1,077.0 \$209,619.31

Optional Tasks

\$16,104.02  
\$225,723.33



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## Agenda Item No. 24

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

June 13, 2019

#### SUBJECT:

TASK ORDER CONTRACT APPROVAL TO EVALUATE TROLLEY CONNECTION TO  
SAN DIEGO INTERNATIONAL AIRPORT

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA1951-AE-42 to MTS Doc. No. G1951.0-17 (in substantially the same format as Attachment A) with Mott MacDonald in the amount of \$119,758.16 to evaluate trolley connection to the San Diego International Airport.

#### Budget Impact

The value of the Engineering Design Work Order will not exceed \$119,758.16 and is allocated under operating budget cost center 906010-571140.

#### DISCUSSION:

Within the region, there is a strong desire to increase public transit options to the airport. In order to fully understand the options available and the implications of selecting one of the viable options, MTS staff has determined that a study should be conducted. Staff is recommending that Mott MacDonald, one of the prequalified firms already under contract, perform this work.

Mott MacDonald will prepare a report compiling planning, survey, feasibility studies, rough order of magnitude cost estimate and concept designs of aerial and underground connections to the existing Green Line, while maintaining the required operation and clearances to the at-grade freight lines. Any operational limitations will be identified for each concept, as well as clearance or interference with Federal Aviation Authority (FAA) imaginary surfaces related to the San Diego International Airport runway. Alignment





options into the airport and serving the terminals will be developed as part of the Consultant's scope of work.

On January 12, 2016, San Diego Association of Governments (SANDAG) and MTS issued a joint Request for Statement of Qualifications (RFSQ) for On-Call Architectural and Engineering (A&E) Design Consulting services. The RFSQ resulted in the approval of 8 firms qualified to perform A&E services. Tasks are assigned to the firms through a work order process. MTS selects the most qualified firm based on the scope of work to be performed. Mott MacDonald was deemed the most qualified for this scope of work.

MTS staff developed an independent cost estimate (ICE) for this project and has determined that the pricing proposal from Mott MacDonald was fair and reasonable.

MTS ICE	\$130,000.00
Mott MacDonald Price Proposal	\$119,758.16

For this project, Mott MacDonald will not utilize subcontractors.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order No. WOA1951-AE-42 to MTS Doc. No. G1951.0-17 (in substantially the same format as Attachment A) with Mott MacDonald in the amount of \$119,758.16 to evaluate a trolley connection to San Diego International Airport.

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

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

Attachment: A. Draft Work Order WOA1951-AE-42, MTS Doc. No. G1951.0-17

June 13, 2019

MTS Doc. No. G1951.0-17  
Work Order No. WOA1951-AE-42

Mr. Dan Tempelis  
Senior Vice President  
Mott MacDonald, LLC  
401 B Street, Suite 1520  
San Diego, CA 92101

Dear Mr. Tempelis:

Subject: MTS DOC. NO. G1951.0-17, WORK ORDER WOA1951-AE-42, GENERAL ENGINEERING SERVICES - PROJECT STUDY REPORT (PSR) FOR TROLLEY CONNECTION TO SAN DIEGO INTERNATIONAL AIRPORT

This letter shall serve as our agreement for Work Order WOA1951-AE-42 to MTS Doc. No. G1951.0-17, to prepare a Project Study Report (PSR) for a trolley connection to San Diego International Airport.

SCOPE OF SERVICES

Provide engineering services to prepare a PSR for a trolley connection to San Diego International Airport. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A)

SCHEDULE

The Scope of Services, as described above, shall remain in effect for eight (8) weeks from the date of the Notice to Proceed.

PAYMENT

Payment shall be based on actual costs in the amount not to exceed without prior authorization of \$119,758.16.

Please sign below, and return the document to the Contracts Specialist at MTS. All other terms and conditions shall remain the same and in effect.

Sincerely,

Accepted:

Paul C. Jablonski  
Chief Executive Officer

\_\_\_\_\_  
Dan Tempelis, Senior Vice President  
Mott MacDonald, LLC

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

Attachments: Attachment A, Scope of Services  
Attachment B, Negotiated Fee Proposal



# Airport Connection Feasibility Study Draft 3

Scope of Work

May 28, 2019

San Diego Metropolitan Transit System



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# Scope of Work

## Feasibility Study– Airport Connection

The scope of this Work Order is to support San Diego Metropolitan Transit System (MTS) with planning, feasibility studies, and rough order of magnitude cost estimate for a trolley connection to San Diego International Airport.

The feasibility of aerial and underground connections to the existing Green Line, while maintaining the required operation and clearances to the at-grade freight, Amtrak and Coaster services, will be examined and concept designs will be developed. Any operational limitations will be identified for each concept, as well as clearance or interference with FAA imaginary surfaces related to the San Diego International Airport runway.

## 1 Project Management and Coordination

This task includes management and administration activities that will be provided by the Consultant consistent with the technical scope of services and with the requirements of MTS. Project Management includes the management and leadership effort required to successfully guide the team through the scope of services. Project Management also includes meeting Mott MacDonald's assurance and quality control (QA/QC) process to ensure that deliverables are correct, timely and appropriate. The Consultant team's Project Manager (PM) will be the single point of contact with MTS regarding task administration and will be responsible for all aspects of the project, including the quality of the design and the delivery of the project milestones within schedule and budget.

### 1.1 Project Administration

Consultant will perform administrative functions associated with the on-going management of the contract Work Order as it relates to the work herein. Activities include but are not limited to routine contract administration, setting up four team meetings, preparing meeting agendas, taking and distributing meeting minutes, developing and tracking action items, scheduling activities, reproducing and distributing deliverables, monitoring budget and task order closeout, among other activities.

#### 1.1.1 Project Controls

Consultant will monitor and report budget, schedule and technical performance. Consultant shall prepare and distribute monthly project status reports.

#### 1.1.2 Quality Assurance

Consultant will define planned and systematic actions that provide adequate confidence to Consultant management and MTS that an activity or service consistently fulfills the requirements for its intended purpose and the quality standards of MTS. Quality review shall be provided by competent individuals to ensure adequacy of reports and deliverables consistent with professional formats.

## 1.2 Schedule

This Work Order will be completed within 12 weeks from NTP. A fatal flaw analysis will be complete within the first four weeks. Meetings will be arranged in weeks 2, 4, 6 and 10 after NTP. Rough Order of Magnitude Cost Estimates will be developed for two concepts selected by MTS at the meeting on week 10.

# 2 Alternatives Analysis

Project alternatives described below would include aerial or underground schemes as well as dual wye or single wye connections.

## 2.1 Task 1 – Project Management, Coordination and Meetings

As described in Section 1 above, this task includes 4 meetings with the team over the 12 week period of the work.

## 2.2 Task 2 – Survey

We anticipate 1-2 days of surveying, plus processing of data. The survey will collect data on spot elevations along California Street between West Palm Street and West Hawthorne Street, locations of accesses to properties, and approximate track profile and geometry along this reach. The profile along West Laurel Street from California Street to Pacific Highway will also be confirmed. The survey will have an accuracy of +/- one inch, which is considered adequate for this Feasibility Study.

## 2.3 Task 3 - Conceptual Designs for Wye Connection

Consultant to provide feasibility analysis to confirm the viability of a new wye connection to the existing LRT. Full, all track Wye connections, as well as other options with less geometric constraints will be studied.

### 2.3.1 Task 3a – Existing Conditions and Base Model

Consultant will make use of existing and publicly available information including aerial imagery, digital terrain models, LRT Record Drawings, surveyed projects in the areas of interest and GIS databases, to create a 3D-base model of the area that depicts existing conditions, including existing utilities from available information and visible features at ground level. FAA imaginary surfaces near the runway will also be included in the model to the extent that relate to the alternatives under consideration. Following is a list of related FAA documents that will be used in this study:

- [AC 150/5300-13A – Airport Design](#) (including [Interim Guidance on Land Uses within a RPZ](#))
- [Code of Federal Regulations, Title 14 Part 77](#)

The 3D-model will be used to show proposed designs in a real time environment and will enable the team to visually compare existing conditions with proposed designs.

### 2.3.2 Task 3b – Aerial Connection at Laurel

Consultant will determine feasibility of providing connections on the elevated guideway which has constrained geometry and provides operational restraints. Realignment and lowering of the at-grade freight tracks west into California Street will be studied. Concepts will also be developed for a wye connection on a new aerial structure which could remove geometry constraints. All aerial concepts at this location would need to provide required permanent and temporary clearances over the freight railroad. The proximity of the proposed alignment and related facilities to the imaginary surface of the runway will also be examined. Work will include a high level assessment of concepts for new structures for the connection to identify any fatal flaws.

### 2.3.3 Task 3c – Underground Connection between Hawthorne and Grape

Consultant will determine feasibility of underground connections that connect to the existing LRT between Hawthorne and Grape overcrossings and minimize impacts to existing service including the overcrossings, which facilitate the primary vehicular traffic from and to the I-5 freeway and the airport. All alignments at this location would need to provide feasible means of staging construction such that freight traffic can remain operational during construction.

## 2.4 Task 4 - Rough Order of Magnitude Cost Estimate

Consultant to complete a comparative planning level cost assessment on two selected alternatives, which will be selected by MTS after the initial findings that will be presented in workshops.

## 2.5 Task 5 – Feasibility Study Report

A feasibility analysis report will be provided to document the findings of the study.

# 3 Work Order Deliverables

- (4) project team meetings and materials, including presentations of the concepts developed
- Exhibits of alternatives developed to support discussions with other stakeholders
- Feasibility Analysis Report

# 4 Assumptions

- MTS to provide design guidelines/criteria or will approve the use of industry accepted design guidelines/criteria
- MTS to provide as-builts in PDF or DGN (preferable, but not required) of the study area
- MTS to provide flagging services for the survey crew working along the existing tracks
- MTS to provide any right of way and utility information that may be available
- Existing utilities based on available information and ground features will be identified; however required relocations will not be addressed at this time
- Assessment of the existing structure at Laurel for any additional loads and forces is excluded
- No more than two (2) alternatives will need to be carried forward into a cost estimating phase



## **5 Attachment B – Cost Proposal**



# Work Order Estimate Summary

Att. A, AI 24, 6/13/19

MTS Doc. No.

Work Order No.

WOAXXXX-AE-XX

Attachment:

B

Work Order Title: **Airport Connection Feasibility Study**

Project No:

**Table 1 - Cost Codes Summary (Costs & Hours)**

Item	Cost Codes	Cost Codes Description	Total Costs
1			\$119,758.16
2			
3			
4			
5			
6			
7			

Totals =

**\$119,758.16**

**Table 2 - TASKS/WBS Summary (Costs & Hours)**

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 1	Project Management and Coordination	96.0	\$18,446.92
2	Task 2	Survey & Mapping (Aguirre & Associates)	20.0	\$3,881.16
3	Task 3	Conceptual Design for Wye Connection	432.0	\$68,160.44
4	Task 4	Rough Order of Magnitude Cost Estimate	136.0	\$23,798.16
5	Task 6	Feasibility Study Report	36.0	\$5,471.48
6				
7				
8				
9				
10				
11				

Totals =

**720.0**

**\$119,758.16**

**Table 3 - Consultant/Subconsultant Summary (Costs & Hours)**

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Mott MacDonald, LLC	700.0	\$115,877.00
X				Aguirre & Associates	20.0	\$3,881.16
X				Sub 2		

Totals =

**720.0**

**\$119,758.16**



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## Agenda Item No. 25

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

June 13, 2019

#### SUBJECT:

40-FOOT LOW-FLOOR ELECTRIC BUS AND ADDITIONAL DEPOT CHARGERS –  
CONTRACT AMENDMENT

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to ratify Amendments 1 through 3 and execute Amendment No. 4 to MTS Doc. No. B0688.0-18 (in substantially the same format as Attachment A) with New Flyer of America Inc. (New Flyer) in the amount of \$386,852.50, for diagnostics, tools and Personal Protective Equipment (PPE) as well as the purchase of three (3) additional depot chargers not covered under the original contract amount. The original board approval amount of \$5,978,456.97 will increase to a not to exceed amount of \$6,220,948.08.

#### Budget Impact

The total amount of additional dollars on this contract equals \$242,491.11 and is allocated as follows:

Ratification of the following amendments:

- Amendment 1 executed on January 9, 2019, in the amount of \$12,634.09,
- Amendment 2 executed on February 22, 2019, in the amount of (\$552.90)
- Amendment 3 executed on May 2, 2019, in the amount of \$87,961.95

The total value of Amendments 1-3 will not exceed \$100,043.14, and is within the original amount previously authorized by the Board of Directors.

- Execution of Amendment 4 in the amount of \$386,852.50, of which \$142,447.97 in additional funding requires Board approval.

The funding for the amendments is allocated under fiscal year 2020 Capital Improvement Project (CIP) 1001105501.



**DISCUSSION:**

In May 2018, MTS contracted with New Flyer to purchase six (6) battery electric buses and up to nine (9) electric depot charger units for a Zero Emission Bus (ZEB) pilot program. In order to operate the electric buses, depot chargers are required. From the initial Board authorization, MTS purchased six (6) of the nine (9) previously authorized depot chargers to facilitate recharging of the ZEB fleet at the Imperial Avenue Division (IAD) maintenance facility. Amendment 4 includes the purchase of the remaining three (3) previously authorized depot chargers and additional funding to purchase three (3) more depot chargers (bringing the total to twelve (12) depot chargers) to be installed at the Kearny Mesa, South Bay, and East County Divisions. These chargers will allow for the collection of data in all areas of MTS's service area, to better assist with the roadmap fleet transition plan to zero emission technology by 2040.

In addition, the implementation of new vehicle technology requires specialized, tools, and PPE. Amendment 4 also includes the funding to cover the cost of these items.

Below is a summary of all amendments to date:

<b>Amendment Number</b>	<b>Amount</b>	<b>Description</b>
Amendment No. 1	\$12,634.10	Authorize SR2344 Price Changes 1 (Parking brake switch and 4k DVR w/ 10-inch monitor)
Amendment No. 2	(\$552.90)	Authorize SR2344 Price Changes 2 (Seat fabric)
Amendment No. 3	\$87,961.95	Authorize 160 hours of Training
Amendment No. 4	\$386,852.50	Exercise the option for 3 depot chargers totaling of \$190,308.89, Add \$ 190,308.88 for 3 additional depot chargers, diagnostics, tools, and PPE in the amount of \$6,234.73.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to ratify Amendments 1 through 3 and execute Amendment 4 to MTS Doc. No. B0688.0-18 in the amount of \$386,852.50, for diagnostics, tools and personal protective equipment (PPE), as well as the purchase three (3) additional electric depot chargers that will be installed at the Kearny Mesa, South Bay and East County Divisions.

/s/ Sharon Cooney for \_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

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

Attachment: A. Draft Amendment B0688.4-18

June 13, 2019

MTS Doc. No. B0688.4-18

Ms. Jennifer McNeill  
V.P., Sales and Marketing  
New Flyer of America, Inc.  
711 Kernaghan Avenue  
Winnipeg, Manitoba, CANADA R2C 3T4

Subject: AMENDMENT NO. 4 TO THE METROPOLITAN TRANSIT SYSTEM (MTS)  
DOC. NO. B0688.0-18; 40-FOOT HEAVY DUTY LOW-FLOOR BATTERY ELECTIC  
BUSES (XE40)

Dear Ms. McNeill:

This shall serve as Amendment No. 4 to MTS Doc. No. B0688.0-18. The purpose of this letter is to document the applicable changes to the technical specifications and price change for the six (6) "MTS" battery electric buses piggybacked through the Commonwealth of Virginia Contract #E194-75548-MA2275.

#### TECHNICAL SPECIFICATIONS

This amendment is to authorize the following changes:

1. Purchase Tools and Diagnostics, and PPE.
2. Purchase additional six (6) ChargePoint CPE250 electric chargers (Phase II ZEB Pilot).

#### Pricing:

1. ADD: Tools and Diagnostics in the amount of \$5,786.29 plus \$448.44 (7.75% CA Sales tax) for a total of **\$6,234.73**.
2. ADD: Purchase of six (6) ChargePoint CPE250 electric chargers in the amount of \$359,952.80 plus \$20,664.97 (7.75% CA Sales tax) for a total of **\$380,617.77**.

#### SCHEDULE

There shall be no changes to the production schedule.

#### PAYMENT

This amendment shall authorize an additional amount of **\$386,852.50** (6,234.73 for the tools, and \$380,617.77 for the Depot Chargers).

As a result of this Amendment, the total contract/PO value for the Zero Emission Bus (ZEB), including all taxes, will be increased by \$6,234.73. (*Use Tax in the amount of \$0.00 shall be payable to the CA B.O.E.*); from \$5,455,410.25 to **\$5,461,644.98**.

The total purchase value for the Depot Chargers, including all taxes, shall be in the amount of **\$759,303.10** (\$378,685.33 under PO #4500021238 plus \$380,617.77 for the additional six depot chargers).

All other terms and conditions remain unchanged. Please sign and return the copy marked "Original" to the Contracts Specialist at MTS. The remaining copy is for your records.

Sincerely,

Agreed:

Paul C. Jablonski  
Chief Executive Officer

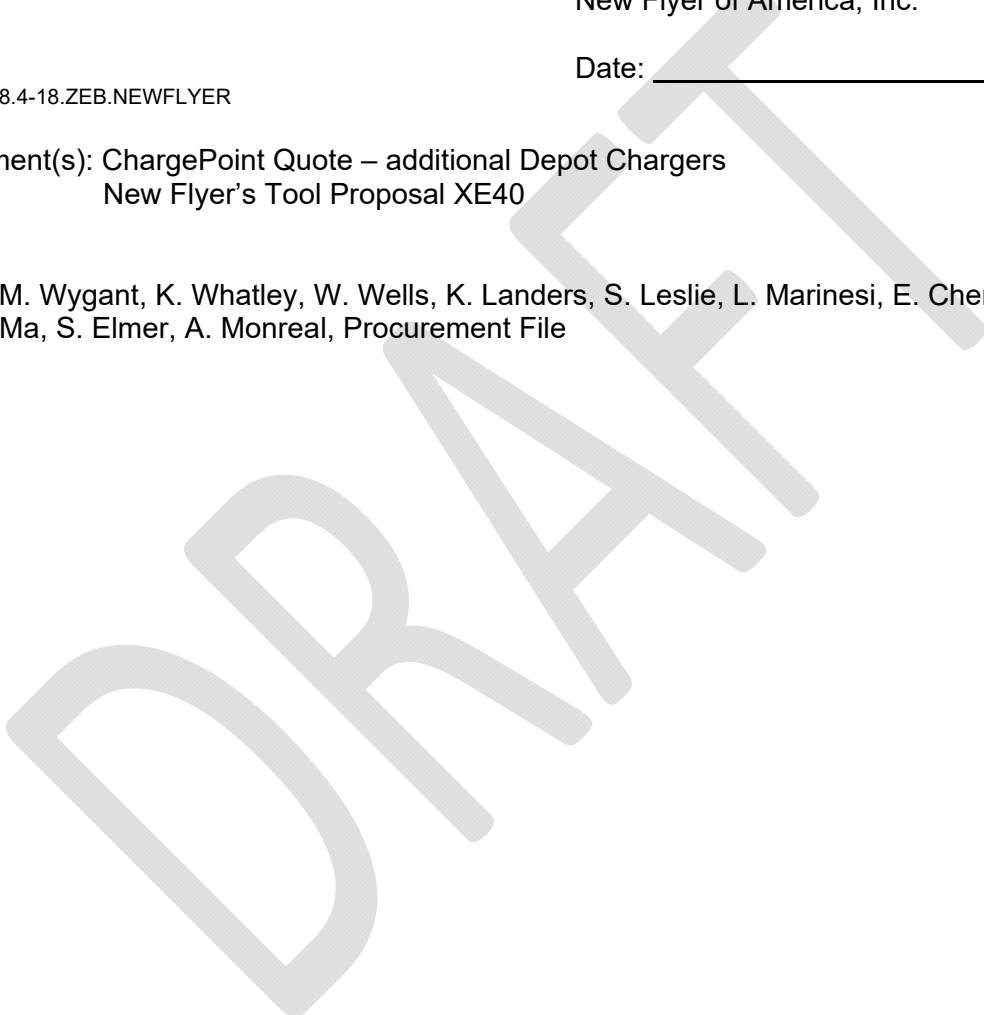
\_\_\_\_\_  
Jennifer McNeill  
V.P., Sales and Marketing  
New Flyer of America, Inc.

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

MAYB0688.4-18.ZEB.NEWFLYER

Attachment(s): ChargePoint Quote – additional Depot Chargers  
New Flyer's Tool Proposal XE40

cc: M. Wygant, K. Whatley, W. Wells, K. Landers, S. Leslie, L. Marinesi, E. Cheng, G. Myers, P. Ma, S. Elmer, A. Monreal, Procurement File





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## Agenda Item No. 26

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

June 13, 2019

#### SUBJECT:

PRINTED CIRCUIT BOARDS (PCBs) AND ELECTRONIC COMPONENTS – SOLE  
SOURCE 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. L1476.0-19, a Sole Source agreement (in substantially the same format as Attachment A), with Siemens Mobility Inc. (Siemens) in the amount of \$1,157,285.97 for continued services providing PCBs and Electronic Components (as further described in Attachment B) for a 2-year period from July 1, 2019 to June 30, 2021.

#### Budget Impact

The total value of this agreement will not exceed \$1,157,285.97, inclusive of freight charges and California sales tax. Funding will be from the Light Rail Vehicle (LRV) Maintenance budget 350016-545100.

#### DISCUSSION:

MTS requires an agreement for the purchase and repair of PCBs and electronic components for Siemens' LRV models: SD100 (San Diego 6), S70 (San Diego 7) and S70us (San Diego 8). These critical components determine the acceleration/deceleration rates and speed of the vehicle, and as such are considered critical to the safety of the LRV. Siemens is the sole supplier for these components.

The commissioning and subsequent safety certification of the vehicles were performed with these components on board, and any deviation from the original design would require extensive and expensive re-testing and safety certification of the system and approval by California Public Utilities Commission. Substitutions increase risk of damage





to equipment, injury to employees or passengers and potential loss of life. In addition, MTS has neither the qualified personnel nor the facilities to make repairs to these highly technical and complicated electronic components.

Siemens offers the UTEX program to support the need for replacement PCBs and electronic components throughout the transit industry. This program offers pricing for purchasing as new, core exchange or repair/return. At MTS, parts are used on an as-needed basis as repairs are completed and stock room inventory levels are depleted. This agreement is necessary to accommodate current and immediate repair needs.

Siemens has established standard pricing for these components in order to ensure fair and equal pricing throughout the North American transit market. MTS compared the 2019 pricing offered to Charlotte Area Transit System and Houston Metro and found both similar to Siemens' proposed pricing. This current pricing proposal reflects no increases to the previously contracted price from Siemens and is equal to staff's Independent Cost Estimate.

Since the repair and purchase units/amounts are unknown, MTS performed an Independent Cost Estimate (ICE) based upon purchase history of applicable items for the prior 12 months and used this as the estimated future usage. The total of the ICE was \$553,487.35. This amount was escalated by 3% annually as shown below for future years, a cost that staff deems to be fair and reasonable.

Year 1 - \$570,091.61  
Year 2 - \$587,194.36  
Total: \$1,157,285.97

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L1476.0-19, a Sole Source agreement (in substantially the same format as Attachment A), with Siemens Mobility Inc. in the amount of \$1,157,285.97 for continued services providing PCBs and Electronic Components.

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

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

Attachments: A. Draft Standard Procurement Agreement MTS Doc. No. L1476.0-19  
B. Spare Parts Price List

**L1476.0-19**  
CONTRACT NUMBER

**STANDARD PROCUREMENT AGREEMENT  
FOR  
PRINTED CIRCUIT BOARDS (PCBs) AND ELECTRONIC COMPONENTS**

This Agreement is entered into this 1<sup>st</sup> day of July 2019, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Siemens Mobility Inc. Address: Rolling Stock  
Form of Business: Corporation 7464 French Road, Sacramento, CA 95828  
(Corporation, partnership, sole proprietor, etc.)  
Telephone: (916) 835-3106 Email Address: robin.stimson@siemens.com  
Authorized person to sign contracts: Robin Stimson Vice President Business Development  
Name Title

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

Purchase and repair of Printed Circuit Boards (PCBs) and Electronic Components for Siemens' LRV models: SD-100, S70 and S70us as specified in the Scope of Work (attached as Exhibit A), Siemens Price Proposal (attached as Exhibit B), and in accordance with the Standard Conditions Procurement (attached as Exhibit C), Federal Requirements (attached as Exhibit D) and Forms (attached as Exhibit E).

The contract term is for two (2) years effective 7/1/2019 through 6/30/2021. Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$1,157,285.97 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer	Firm: _____
Approved as to form:	By: _____ Signature
By: _____ Office of General Counsel	Title: <u>VP Business Development</u>



# San Diego

Email: [transitrailservices.us@siemens.com](mailto:transitrailservices.us@siemens.com)

## Siemens Standard SIBAS Spare Parts Price List

**SII Standard Terms and Conditions are applicable.** No guarantees of parts availability in any pricing category is made at this time. While every effort will be made to maintain parts availability, Siemens reserves the right to edit the provided list to reflect discontinuations of certain price category options. Siemens will continue efforts to reduce pricing in this time period, and if effective, Siemens will pass the corresponding savings through to San Diego in a price sheet update.

**\*\*48 hours upon receipt of purchase order and core. \*UTEX lead time is subject to availability of stock on hand.**

\*\*\*Items Marked "Repair only" have been discontinued for purchase as new parts. Component repair is still fully supported and will continue to be. If a returned component is found to be unrepairable, a new or refurbished replacement will be made available for purchase. "x" denotes a wild card. Any letter or number is acceptable.

### San Diego 7, S70: ASG List

Item Information				Pricing and Lead Times					
ASG Loc	SII RL Part#	Master Part#**	Description	New	Lead Time	Utex*	Lead Time**	Repair Return	Lead Time
N/A	6FH4667	6FH4667-1AY25	VCU Complete A-car	Repair only***		n/a	n/a	Not to exceed \$45,000	
N/A	6FH4667	6FH4667-1AY23	VCU Complete B-Car	Repair only***		n/a	n/a	Not to exceed \$45,000	
C003	6FH9415	6FH9415	TCN GATEWAY	Call for quote		\$8,071	48 Hours	n/a	n/a
C019	6FH9514 (A-G)	6FH9514	CPU MODULE (486)	Repair only***		\$6,794	48 Hours	\$5,641	24 Weeks
C031	6FH9458	6FH9458	Multifunctional Vehicle Bus	Repair only***		\$4,364	48 Hours	n/a	n/a
C039	6FH9501	6FH9501	Multifunction Input/output	\$6,333	7-9 Months	\$5,700	48 Hours	\$2,603	24 Weeks
C047	6FH9371	6FH9371	Input Converter Binary 24v	\$3,481	7-9 Months	\$3,133	48 Hours	\$1,978	24 Weeks
C055	6FH9387	6FH9387	Output Contactor Drive	\$3,800	7-9 Months	\$3,420	48 Hours	\$2,354	24 Weeks
G031	6FH9336	6FH9336	RS485	Repair only***		\$5,585	48 Hours	\$4,758	24 Weeks
G039	6FH9433	6FH9433	CONVERTER	\$1,200	7-9 Months	\$1,080	48 Hours	\$748	24 Weeks
G047	6FH9151	6FH9151	5V±15V	\$2,481	7-9 Months	\$2,233	48 Hours	\$1,348	24 Weeks
J000	6FH6037	6FH6037	FAN MODULE	\$2,222	7-9 Months	\$2,000	48 Hours	\$1,285	24 Weeks
G131	A0453300	6FH6036-1AY40	Reference Value Converter 24V	Call for Quote		\$5,320	48 Hours	\$4,564	16 Weeks

### San Diego 7, S70: Other Propulsion Items

Item Information				Pricing and Lead Times					
ASG Loc	SII RL Part#	Master Part#**	Description	New	Lead Time	Utex*	Lead Time**	Repair Return	Lead Time
N/A	A2634400	A22 0489111.03	Traction Container Complete, A-Car	Repair only***		n/a	n/a	Quoted after defective unit returned and evaluated. Not to exceed \$80,000	
N/A	A2634500	A22 0489111.02	Traction Container Complete, B-Car	Repair only***		n/a	n/a	Quoted after defective unit returned and evaluated. Not to exceed \$40,000	
A100	A509259100.11	A50925910011	Compact Inverter Unit	Repair only***		Quoted after defective unit returned and evaluated. Not to exceed \$40,000		Quoted after defective unit returned and evaluated. Not to exceed \$40,000	
A90	463124951200	A5E00210071	Inverter Control Unit, ICU (6FH4714)	Repair only***		\$5,467	48 Hours	\$4,596	15-16 Weeks
A95	4509039120.00	450903912000	Voltage Transducer QPSW	Repair only***		n/a	n/a	\$1,028	n/a
L100	4PK9902-7AB	4PK99027AB	Line Reactor	Call for quote		n/a	n/a	Not to exceed \$16,500	
K100	HSBA432974R3423	HSBA432974R3423	Line Contactor	Call for quote		n/a	n/a	Not to exceed \$3,500	
A130, A131	BK1613-9R	649335	POWER SUPPLY 16.8-47V IN, 24 V	Call for quote		Call for quote		n/a	n/a
E100	2CS7 384-1RG81-0CB4	2CS73841RG810CB4	Radial Blower	Call for quote		Call for quote		Call for quote	Call for quote

### San Diego 8, S70 TBK9: ASG List (ASG PN 6FH4974-1A / 6FH4973-1A)

Item Information				Pricing and Lead Times					
Desg	SII RL Part#	Master Part#	Description	New	Lead Time	Utex*	Lead Time**	Repair Return	Lead Time
N/A	6FH4974	6FH4974	VCU Complete, B-car	Call for quote		n/a	n/a	Not to exceed \$45,000	
N/A	6FH4973	6FH4973	VCU Complete, A-car	Call for quote		n/a	n/a	Not to exceed \$45,000	
G047	A5E01335088	6FH9151	PCS 24V-110V/5V/+15V 50W	Call for quote		Call for quote		\$3,275	24 Weeks
J000	A5E01149628	6FH6041	Fan Subassembly	\$2,333	7-9 Months	\$2,100	48 Hours	\$1,291	24 Weeks
G063	463124943330	6FH9433	Adapter Converter	\$1,029	7-9 Months	\$926	48 Hours	Call for quote	
C019	A5E01407049	6FH9575	Central Processor	Repair only***		\$4,414	48 Hours	\$3,591	24 Weeks
C039	463124950134	6FH9592	EM1 Carrier and ACAN	Call for quote		Call for quote		\$2,828	24 Weeks
C055	463124950134	6FH9501	Multifunction I/O	\$6,333	7-9 Months	\$5,700	48 Hours	\$2,603	24 Weeks
G031	463124937154	6FH9371	Input Converter Binary 24V	\$3,481	7-9 Months	\$3,133	48 Hours	\$1,978	24 Weeks
G039	A5E01694678	6FH9541	Binary Output 24-36V/2A	\$4,425	7-9 Months	\$3,983	48 Hours	\$2,077	24 Weeks
C003	A5E00311077	6FH9415	TCN Gateway	Call for quote		\$8,071	48 Hours	n/a	n/a

### San Diego 8, S70 TBK9: Other Propulsion Items

Item Information				Pricing and Lead Times					
ASG Loc	SII RL Part#	Master Part#**	Description	New	Lead Time	Utex*	Lead Time**	Repair Return	Lead Time
N/A	A1110060096	A5E02228250	Traction Container complete, A-car	Repair only***		n/a	n/a	Quoted after defective unit returned and evaluated. Not to exceed \$80,000	
N/A	A1110060096	A5E02228327	Traction Container complete, B-car	Repair only***		n/a	n/a	Quoted after defective unit returned and evaluated. Not to exceed \$40,000	
A100	A5E02123716	A5E02123716	Compact Inverter Unit	Repair only***		Quoted after defective unit returned and evaluated. Not to exceed \$40,000		Quoted after defective unit returned and evaluated. Not to exceed \$40,000	
A900	A5E02240124	6FH4827	CONTROL UNIT, INVERTER, ICU	\$10,400	TBD	\$9,360	48 Hours	\$3,938	15-16 weeks
A95	4509039120.00	A5E02275694	Voltage Transducer QPSW	Repair only***		n/a	n/a	\$1,028	n/a
K100	A5E02278145	A5E02278145	Line Contactor	Call for quote		n/a	n/a	Not to exceed \$3,500	
L100	A5E02339939	A5E02339939	Line Reactor	Call for quote		n/a	n/a	Not to exceed \$16,500	
A130/1	A5E00329510	A5E00329510	POWER SUPPLY 16.8-47V IN, 24 V	Call for quote		Call for quote		n/a	n/a
E100	A5E02286908	2CS73841RG810CB4	RADIAL BLOWER	Call for quote		Call for quote		n/a	n/a

### San Diego 8: Siemens APS

Item Information				Pricing and Lead Times					
Desg	SII RL Part#	Master Part#	Description	New	Lead Time	Utex*	Lead Time**	Repair Return	Lead Time
APS	A2V00001429113	A2V00001429113	SIBCOS-M2000-30-9	\$5,897	9 months	\$5,308	TBD	TBD	TBD
APS	A2V00001672055	A2V00001672055	voltage transducer QPSW 1000/600/400	\$450	1 Week****	n/a	n/a	\$1,028	n/a
APS	A2V00001442187	A2V00001442187	QPSW4200-03 4200V:50MA	\$1,002	1 Week****	n/a	n/a	n/a	n/a
APS	A2V00001758353	A2V00001758353	qpsw-transducer 1000/600/400V	\$429	1 Week****	n/a	n/a	n/a	n/a
APS	A5E30103146	A5E30103146	Fan DV4114 30VDC 5500U/Min	\$377	1 Week****	n/a	n/a	n/a	n/a
APS	A2V00156035337	A2V00156035337	6K5-DRV-SEK	\$1,717	1 Week****	n/a	n/a	n/a	n/a
APS	A5E03407611	A5E03407611	over voltage protection (A3)	\$11,828	1 Week****	n/a	n/a	n/a	n/a
APS	A2V00001719790	A2V00001719790	SIBCOS M9000	\$4,117	1 Week****	n/a	n/a	n/a	n/a
APS	A2V00001305767	A2V00001305767	fan, radial 1800M3/H,380...480V SFI	\$3,901	1 Week****	n/a	n/a	n/a	n/a
APS	A5E03057371	A5E03057371	Dead Battery Start	\$6,789	9 months	Tiered TBD	TBD	Tiered TBD	TBD
APS	A2V00001429111	A5E03253522	SIBCOS M2500-2-9	\$10,316	9 months	\$9,285	48 Hours	\$3,673	5-7 months
APS	A5E03255132	A5E03255132	over voltage protection	\$14,728	9 months	\$13,255	48 Hours	\$2,922	5-7 months
APS	A5E03361649	A5E03361649	DCDC Converter	\$51,522	9 months	Tiered TBD	1 week	\$29,832	5-7 months
APS	A5E02878335	A5E02878335	PWMI 120kVA	\$59,217	9 months	Tiered TBD	1 week	\$24,256	5-7 months
APS	A5E03763330	A5E03763330	Battery charger - 14kVA	\$71,150	9 months	Tiered TBD	1 week	\$32,480	5-7 months
APS	TBD	TBD	S70 APS Complete	Repair only***		Quoted after defective unit returned and evaluated. Not to exceed \$100,000		Quoted after defective unit returned and evaluated. Not to exceed \$100,000	
APS	A2V00156033433	A2V00156033433	firing box	\$961	1 Week****	n/a	n/a	n/a	n/a
APS	A2V00156026371	A2V00156026371	ZS-MEL-02	\$1,936	1 Week****	n/a	n/a	n/a	n/a
APS	A5E03347060	A5E03347060	Battery Charge Module	Call for Quote		\$73,181	48 Hours	Quoted after unit returned and evaluated. Not to exceed \$50,000	

\*\*\*\* SII will stock these parts in limited quantities. Best efforts will be made to keep inventory in stock but no guarantees are made. If no on hand stock is available the lead time is 7-9 months.

### San Diego 6, SD100: ASG List

Item Information				Pricing and Lead Times					
ASG Loc	SII RL Part#	Master Part#	Description	New	Lead Time	Utex*	Lead Time**	Repair Return	Lead Time
C003	A3594300	6FH8136-0xY20	Clock	Repair only***		N/A	N/A	\$3,367	24 Weeks
C019	A0999600	6FH9251-0xY70	CPU	Repair only***		N/A	N/A	\$3,627	24 Weeks
C027		6FH8155-xxxx	Memory	Repair only***		N/A	N/A	\$2,985	24 Weeks
C035	A0999601	6FH8098-0xY70	Chopper Control	\$6,025	9 months	\$5,423	48 Hours	\$3,171	24 Weeks
C043	A0999601	6FH8098-0xY70	Chopper Control	\$6,025	9 months	\$5,423	48 Hours	\$3,171	24 Weeks
C051	A0999301	6FH8151-0xY70	Digital Interface	Repair only***		N/A	N/A	\$3,550	24 Weeks
C059	A0999301	6FH8151-0xY70	Digital Interface	Repair only***		N/A	N/A	\$3,550	24 Weeks
C067	A0999300	6FH8117-0xY70	Inputs/Outputs Digital	\$6,175	9 months	\$5,558	48 Hours	\$3,273	24 Weeks
C075		6FH9080-0xxx	Analog Interface	\$9,325	9 months	\$8,393	48 Hours	\$4,107	24 Weeks
C083		6FH9082-0xD00	Control Sys Monitor	Repair only***		\$3,607	48 Hours	\$2,944	24 Weeks
C097	A2756600	E44010-A5700-L02-D	Power Supply Converter 24V/-15V 2A	\$4,500		\$4,050	48 Hours	\$2,349	24 Weeks
C115	A2756600	E44010-A5700-L02-D	Power Supply Converter 24V/-15V 2A	\$4,500		\$4,050	48 Hours	\$2,349	24 Weeks
C133	A0999700	E44010-A5700-L07-D	Power Supply Converter 24V/5V 8A	\$4,500		\$4,050	48 Hours	\$2,322	24 Weeks
C157	A0482100	6FH9273-0x	Power Start-up Unit 24V	\$15,714	9 months	\$14,143	48 Hours	\$4,509	24 Weeks
E000	A3391600	6FH6014-1A	Blower Tier	Repair only***				\$3,727	24 Weeks
G003		6FH9111-0xY70	Output Pulse Amp, GTO	Repair only***		\$4,704	48 Hours	\$3,831	24 Weeks
G011		6FH9111-0xY71	Output Pulse Amp, GTO	Repair only***		\$4,704	48 Hours	\$3,831	24 Weeks
G019	A2094000	6FH9274-0xY70	Output Contactor Drive	Repair only***		\$4,815	48 Hours	\$4,111	24 Weeks
G031	A2137000	6FH9274-0xY71	Output Contactor Drive	Repair only***		\$4,815	48 Hours	\$4,111	24 Weeks
G055	6FH9250-0AY70	6FH9250-0xY70	Input Conv. For Digital Signals	\$6,025	9 months	\$5,423	48 Hours	\$3,486	24 Weeks
G063	A2136900	6FH9250-0xY71	Input Conv. For Digital Signals	\$6,025	9 months	\$5,423	48 Hours	\$3,486	24 Weeks
G071	A1986400	6FH9250-0xY72	Input Conv. For Digital Signals	\$6,025	9 months	\$5,423	48 Hours	\$3,486	24 Weeks
G079	A1986401	6FH8113-0xY70	Input train Control	Call for quote		Call for quote		Call for quote	
G087		6FH9094-0xDx0	Input/Output Analog	\$4,175	9 months	\$3,758	48 Hours	\$2,323	24 Weeks
G103		6FH2040-0xDx0	Input Converter for Temp.	Repair only***		\$4,852	48 Hours	\$4,103	24 Weeks
G111	A2121400	6FH9262-0xY70	Output Measuring Amplifier	Repair only***		\$4,143	48 Hours	\$3,485	24 Weeks
G131	A2910800	6FH6010-1x	Reference Value Converter	Repair only***		\$4,929	48 Hours	\$4,103	24 Weeks

### San Diego 6, SD100: Other Propulsion Items

Item Information				Pricing and Lead Times					
Desg	SII RL Part#	Master Part#	Description	New	Lead Time	Utex*	Lead Time**	Repair Return	Lead Time
	422901908024	422901908024	Firing Board 2005 Edition Old for New	Call for quote		Call for quote		n/a	n/a
	422901908024	422901908024	Firing Board 2005 Edition Old for New (4+)	Call for quote		Call for quote		n/a	n/a
K1,2,5	299453	3TC7814-OEB	Power Contactor (Double)	Call for quote		Call for quote		n/a	n/a
K3,4,6	299446	3TC7414-OEB	Power Contactor (Single)	Call for quote		Call for quote		n/a	n/a
C1 - C6	B25353V0208K004	B25353V0208K004	DC Link Capacitor	Call for quote		Call for quote		n/a	n/a
	A0448200	A0448200	CETAC Power Supply GTO	Call for quote		Call for quote		n/a	n/a
E100	2CS7382-1LG9Z-4691	2CS7382-1LG9Z-4691	RADIAL BLOWER	Call for quote		Call for quote		n/a	n/a



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## Agenda Item No. 27

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

June 13, 2019

#### SUBJECT:

VENDOR MANAGED INVENTORY (VMI) PROGRAM FOR TROLLEY MAINTENANCE  
SPARE PARTS – CONTRACT AWARD

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Document Number L1507.0-19 (in substantially the same format as Attachment A) with Siemens Mobility Inc. (Siemens) for the supply of certain maintenance spare parts under a vendor managed inventory (VMI) framework for an amount not to exceed \$7,500,000.00.

#### Budget Impact

The value of this agreement will not exceed \$7,500,000.00 effective July 1, 2019 through June 30, 2026. Funding for each respective fiscal year will be included in the MTS Trolley Light Rail Vehicle (LRV) Maintenance Department budget 311014-545100.

#### DISCUSSION:

MTS performs maintenance for its fleet of 137 light rail vehicles. The spare parts used to facilitate the maintenance are currently purchased from multiple suppliers. This leads to inefficiency and increases the potential for not having the required stock on hand. In 2018, MTS participated in a joint solicitation with the Utah Transit Authority (UTA) and TriMet (Portland, Oregon) to source a supplier to provide parts under a fixed price agreement and incorporating guaranteed lead times.

The goal of this initiative is to develop a partnership with a firm or multiple firms who, based on certain maintenance schedules and historical usage information provided by the Agencies, will work with the original equipment manufacturers (OEMs) and/or



aftermarket part manufacturers / distributors to ship requested parts within 24 hours of issuance of a purchase order at a fixed price.

A list of goals was developed by the Agencies that included:

- Reduce overall part stocking levels
- Improve parts availability
- Leverage savings through alternative and local sourcing
- Provide engineering and sourcing services

The Agencies set forth the basic requirements in the solicitation that are centered on fixed price and guaranteed lead time. Proposers were instructed to submit pricing that either met or came in lower than our current pricing. Future inflationary price increases are allowed, however the increase is capped at three percent (3%) per year. In addition, the contract allows for parts to be added or withdrawn, ensuring MTS is purchasing these parts at the optimum price.

On April 25, 2018, UTA released a Request for Proposals (RFP) Doc No. 17-2218JH to solicit offers from qualified firms for a Joint VMI program for Transit, Trolley and Maintenance of Wayside (MOW) spare parts covering the requirements for MTS, TriMet and UTA. Two proposals were received for trolley parts on August 10, 2018 from the following firms:

<b>Proposer</b>	<b>Price (Single Year – Bid Items)</b>
Alstom Transportation, Inc.	\$ 1,037,674.20
Siemens	\$1,220,940.19

After an initial review, the evaluation team initially selected Alstom Transportation Inc.as the trolley parts supplier; however, a contract could not be successfully negotiated due to the reasons that Alstom was unable to maintain the pricing adjustment within the requested guidelines of the scope of work in addition included a management fee. The evaluation team determined to cease negotiations with Alstom and engage in negotiations with Siemens. The evaluation team met with Siemens on March 13, 2019, and were able to reach an agreement on contract terms.

As part of the negotiations with Siemens, there was a slight adjustment to the list caused by part category and consumption adjustments that resulted in modifications to the final part list and annual spend to slightly over \$888,000.00 per year (see Attachment B for full parts listing). The total spend for the program, with some growth volume included and potential consumption changes, is anticipated to be \$7,500,000.00 over a 7-year period. In addition and as a result of the guaranteed lead time, MTS is expecting to reduce its stock holdings and thereby mitigate the risk of part obsolescence and carrying cost.

Therefore staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Document Number L1507.0-19 (in substantially the same format as Attachment A) with Siemens Mobility Inc. (Siemens) for the supply of certain maintenance spare parts under a VMI framework for an amount not to exceed \$7,500,000.00.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

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

Attachment: A. Draft MTS Doc. L1507.0-19

**STANDARD SERVICES AGREEMENT  
FOR  
Vendor Managed Inventory**

L1507.0-19  
CONTRACT NUMBER

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Siemens Mobility Inc. \_\_\_\_\_ Address: 1301 Price Avenue  
Form of Business: Corporation \_\_\_\_\_ McClellan CA, 95652  
(Corporation, partnership, sole proprietor, etc.)  
Telephone: 916.273.2960 \_\_\_\_\_ Email Address: chris.maynard@siemens.com \_\_\_\_\_  
Authorized person to sign contracts: Chris Maynard Vice President of Customer Service  
Name Title

**The attached Standard Conditions are part of this Agreement. The Contractor agrees to furnish to MTS services and materials, as follows:** Provide parts as specified in the Scope of Work (attached as Exhibit A), Bid Form (attached as Exhibit B), and in accordance with the Standard Services Agreement, including Standard Conditions Services (attached as Exhibit C), Federal Requirements (attached as Exhibit D) and Forms (attached as Exhibit E).

The contract term is for up to seven (7) years effective July 1, 2019 through June 30, 2026.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$7,500,000.00 without the express written consent of MTS.

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM CONTRACTOR AUTHORIZATION**

By: \_\_\_\_\_ Firm: \_\_\_\_\_  
Chief Executive Officer  
Approved as to form: By: \_\_\_\_\_  
By: \_\_\_\_\_ Signature  
Office of General Counsel Title: \_\_\_\_\_

**AMOUNT ENCUMBERED BUDGET ITEM FISCAL YEAR**

\$ \_\_\_\_\_

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

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

SA-SERVICES (REV 8/2/2018)





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## Agenda Item No. 28

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

June 13, 2019

#### SUBJECT:

TAXICAB ADVISORY COMMITTEE PERMIT HOLDER MEMBER ELECTION  
RESULTS

#### RECOMMENDATION:

That the Board of Directors approve appointing new members to the Taxicab Advisory Committee as stated in the results of the Taxicab Advisory Committee member election.

#### Budget Impact

None.

#### DISCUSSION:

The Taxicab Advisory Committee Guidelines requires that every three (3) years the MTS Taxicab Administration hold an election to determine who will represent taxicab permit holders on the Taxicab Advisory Committee. Permit holders were advised by mail of the dates and deadlines of all election related activities. Candidates applied through a self-nomination process. On May 6, 2019, ballots listing the nominees were mailed to all current taxicab permit holders. Completed ballots were received until 4:00 p.m. on May 20, 2019.

Per the Taxicab Advisory Committee Guidelines, five (5) seats are available for taxicab permit holders. Two (2) seats are designated for representation of permit holders of three (3) or less taxicabs (Category A). Three (3) seats are designated for representation of permit holders of four (4) or more taxicabs (Category B).

MTS Taxicab Administration Staff, the MTS Internal Auditor, and the vote validation subcommittee (comprised of current Taxicab Advisory Committee members Margo



Tanguay, Alfred Banks, Akbar Majid, and David Tasem) met on May 21, 2019 to confirm the validity of the ballots and count the votes.

The following is a summary of the permit holder nominees who received the most votes.

Category A – Permit Holders of three (3) or less taxicabs, (two (2) seats):

PERMIT HOLDER NAME	VOTES
Akbar Majid	156
Nasser Tehrani	64

Category B – Permit Holders of four (4) or more taxicabs, (three (3) seats):

PERMIT HOLDER NAME	VOTES
Houshang Nahavandian	3
Antonio Hueso	0
Vacant – No Nomination Received	

Out of the three (3) seats available for Category B, only two (2) permit holders submitted self-nomination forms. Of the two (2) nominees for Category B, only one (1) nominee received votes. At the next scheduled meeting on June 19, 2019, the Taxicab Advisory Committee will review potential solutions for addressing these two (2) vacant permit holder seats.

Accordingly, staff and the subcommittee determine that permit holders Akbar Majid, Nasser Tehrani, and Houshang Nahavandian received the most votes and are eligible for appointment to the Taxicab Advisory Committee for the next three (3) year term, beginning June 19, 2019 and ending in 2022.

/s/ Sharon Cooney for \_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

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

Attachments: A. Staff Vote Count (Category A & Category B)  
B. TAC Subcommittee Memo of Validation  
C. Taxicab Advisory Committee Guidelines



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**METROPOLITAN TRANSIT SYSTEM  
 2019 TAXICAB ADVISORY COMMITTEE PERMIT HOLDER CANDIDATE COUNT  
 TERM: 2019-2022**

NOMINEE NAME	COMPANY NAME	# VOTES	TOTAL:
Abebe Antallo <sup>(1)</sup>	ABE Cab	52	52
Ariel Bolivar	Ariel Cab	3	3
Kamran Hamidi	V.I.P. Taxi	4	4
Akbar Majid	Yellow Cab	53 + 103	156
Yonas Mehari Ghiliu	Excel Taxi	—	—
Able Seifu <sup>(2)</sup>	Odyssey Cab	29	29
Nasser Tehrani	N.A.T. Cab	49 + 15 = 64	64
Jose Antonio Hueso	USA Cab	—	—
Houshang Nahavandian	American Cab	3	3
VACANT			

✓  
 ✓  
 ✓  
 ✓

Subcommittee Member Name: Toufic Tabshouri  
 Signature: Toufic Tabshouri Date: May 21, 2019

Metropolitan Transit System (MTS) is a California public agency and is comprised of San Diego Transit Corporation and San Diego Trolley, Inc. (no-profit public benefit corporations), in cooperation with Chula Vista Transit and National City Transit. MTS is the taxicab administrator for eight cities and the owner of the San Diego and Arizona Eastern Railway Company. MTS member cities include: City of Chula Vista, City of Coronado, City of El Cajon, City of Imperial Beach, City of La Mesa, City of Lemon Grove, City of National City, City of Poway, City of San Diego, City of San Marcos, and the County of San Diego.

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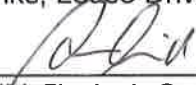
## Memorandum


DATE: May 21, 2019  
TO: Metropolitan Transit System Board of Directors  
FROM: Kenneth Nelson, Taxicab Administration Manager  
SUBJECT: VALIDATION AFFIRMATION-PERMIT HOLDER ELECTION

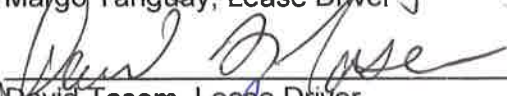
The undersigned members of the Metropolitan Transit System Taxicab Advisory Committee Vote Validation Subcommittee attest and affirm by their signature affixed below that:


- they were present when the Vote Validation Subcommittee met at the offices of the Taxicab Administration on Tuesday, May 21, 2019;
- they reviewed and validated the ballots and did a vote count for each of the individuals nominated for service on the MTS Taxicab Advisory Committee; and
- they agree and confirmed that the rank order of candidates in accordance with the vote count is accurate.

  
\_\_\_\_\_  
Alfred Banks, Lease Driver

  
\_\_\_\_\_  
Akbar Majid, Taxicab Owner/SDYC Holdings, LLC

  
\_\_\_\_\_  
Margo Tanguay, Lease Driver

  
\_\_\_\_\_  
David Tasem, Lease Driver

  
\_\_\_\_\_

Verified by:

  
\_\_\_\_\_  
Toufic Tabshouri, MTS Internal Auditor



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

## METROPOLITAN TRANSIT SYSTEM TAXICAB ADVISORY COMMITTEE GUIDELINES

### 1 PURPOSE

The Taxicab Advisory Committee's purpose is to:

- 1.1 Provide feedback on taxicab matters destined for Board action;
- 1.2 Review summaries of administrative hearing officer decisions concerning taxicab owner and driver penalties;
- 1.3 Discuss taxicab owners'/drivers' written grievances;
- 1.4 Review summaries of complaints concerning taxicab service;
- 1.5 Review vehicle inspection criteria, process, results, and rankings;
- 1.6 Review the Chief Executive Officer's Annual Fee Schedule; and
- 1.7 Comment on MTS's work program concerning taxicab matters.

### 2 MEMBERSHIP

Seventeen voting members are appointed as follows:

- 2.1 One representative of the MTS Board of Directors appointed on an annual basis, who will be designated by the MTS Board of Directors to serve as Chairman of the Taxicab Advisory Committee.
- 2.2 One member appointed by the San Diego Tourism Authority, the San Diego County Regional Airport Authority, San Diego Convention Center, San Diego Travelers Aid Society, and two members from the Hotel Industry, each serving a three-year term.
- 2.3 Five taxicab owners with at least three years' experience and in good standing, each serving a three-year term, elected by taxicab owners, divided as follows:
  - a. Two seats are designated for representation of owners of one to three taxicabs; and,
  - b. Three seats are designated for representation of owners of four or more taxicabs.



- 2.4 Five taxicab lease drivers in possession of a San Diego Sheriff's Department-issued Taxicab Driver Identification Card valid in the MTS areas of jurisdiction, being in good standing with the Sheriff's Licensing Division, and currently serving as a driver for at least three years leading up to the election. The election shall comply with the following guidelines:
  - a. Lease driver representatives shall be elected by licensed drivers operating in MTS areas of jurisdiction.
  - b. Lease driver representative elections shall take place every three years at the same time as the owner representative elections.
  - c. Both owners and lease driver representatives shall meet the eligibility requirements at all times while serving on the Taxicab Advisory Committee.
- 2.5 A taxicab owner member unable to attend a meeting may appoint an alternate from the same or similarly sized company to attend in his or her absence.
- 2.6 A taxicab driver unable to attend a meeting may appoint a driver with a similar experience level (within 2 years), not less than three years, to attend in his, or her, absence.
- 2.7 The Taxicab Advisory Committee shall make an interim appointment if a member's seat becomes vacant within the three-year term.
- 2.8 The Vice Chairman will be the representative for the San Diego Convention & Visitors Bureau.
- 2.9 One non-voting member will be appointed by the County of San Diego's Department Agriculture, Weights and Measures.
- 2.10 One non-voting member will be appointed by the County of San Diego Sheriff's Department.

### 3 MEETINGS

- 3.1 Taxicab Advisory Committee meetings are subject to the provisions of the Ralph M. Brown Act, California Government Code, Section 54950, et. seq.
- 3.2 Taxicab Advisory Committee meetings will be held quarterly at the offices of MTS.
- 3.3 The agenda for each meeting will be posted in the MTS lobby.
- 3.4 The agenda, backup materials, and minutes of the previous meeting will be sent to each member ten calendar days in advance of the meetings.
- 3.5 The Chairman may call special meetings, as necessary.

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

4 VOTING

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

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

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

5 APPROVAL

5.1 These Guidelines were revised by the MTS Board of Directors on January 14, 2016.

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



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## Agenda Item No. 29

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

June 13, 2019

#### SUBJECT:

TAXICAB ADVISORY COMMITTEE LEASE DRIVER MEMBER ELECTION RESULTS

#### RECOMMENDATION:

That the Board of Directors approve appointing new members to the Taxicab Advisory Committee as stated in the results of the Taxicab Advisory Committee member election.

#### Budget Impact

None.

#### DISCUSSION:

The Taxicab Advisory Committee Guidelines requires that every three (3) years the MTS Taxicab Administration hold an election to determine who will represent taxicab lease drivers on the Taxicab Advisory Committee. Candidates applied through a self-nomination process. Ballots were received beginning Tuesday, May 14, 2019, through Thursday, May 16, 2019, from 9:00 a.m. to 4:00 p.m. each day.

Prior to the election, information on the election process was sent to the following entities with the request they share them with their lease drivers: all taxicab dispatch service organizations, the United Taxi Workers Association, and the San Diego International Airport Ground Transportation Division. Additionally, both before and during the election, MTS Taxicab Administrative staff went to several taxicab stand locations to inform and remind lease drivers about the election.

Per the Taxicab Advisory Committee Guidelines, five (5) seats are available for taxicab lease drivers.





MTS Taxicab Administration Staff, the MTS Internal Auditor, and the vote validation subcommittee (comprised of current Taxicab Advisory Committee members Margo Tanguay, Alfred Banks, Akbar Majid, and David Tasem) met on May 21, 2019 to confirm the validity of the ballots and count the votes.

The following is a summary of the lease driver nominees who received the most votes.

LEASE DRIVER NAME	VOTES
Alfred Banks	4
Guillermo Morquecho	1
Margo Tanguay	5
David Tasem	2
Vacant – No Nomination Received	

Out of the five (5) seats available, only four (4) lease drivers submitted a self-nomination form. At the next scheduled meeting on June 19, 2019, the Taxicab Advisory Committee will review potential solutions for addressing this one (1) vacant lease driver seat.

Accordingly, staff and the subcommittee determine that lease drivers Alfred Banks, Guillermo Morquecho, Margo Tanguay, and David Tasem received the most votes and are eligible for appointment to the Taxicab Advisory Committee for the next three (3) year term, beginning June 19, 2019 and ending in 2022.

/s/ Sharon Cooney for  
Paul C. Jablonski  
Chief Executive Officer

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

Attachments: A. Staff Vote Count  
B. TAC Subcommittee Memo of Validation  
C. Taxicab Advisory Committee Guidelines



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(619) 231-1466

2019 LEASE DRIVER TAC CANDIDATES  
(Verified by Sherrif's Licensing Division)

Date: May 21, 2019

Validation Subcommittee Member Name: Toufic Tabshouni

Signature: Toufic Tabshouni

	LEASE DRIVER CANDIDATE	# VOTES	TOTAL
1	Alfred Banks		4
2	Guillermo Morquecho		1
3	Margo Tanguay		5
4	David Tasem		2
5	VACANT		

~~10~~ 12

6 people voted.

F-BALLOT VALIDATION.TAC.2019



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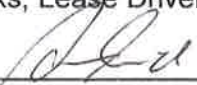
## Memorandum


DATE: May 21, 2019  
TO: Metropolitan Transit System Board of Directors  
FROM: Kenneth Nelson, Taxicab Administration Manager  
SUBJECT: VALIDATION AFFIRMATION-LEASE DRIVER ELECTION

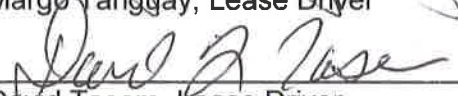
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Margo Tanguay, Lease Driver

  
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David Tasem, Lease Driver

  
\_\_\_\_\_

Verified by:

  
\_\_\_\_\_  
Toufic Tabshouri, MTS Internal Auditor



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## METROPOLITAN TRANSIT SYSTEM TAXICAB ADVISORY COMMITTEE GUIDELINES

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5.1 These Guidelines were revised by the MTS Board of Directors on January 14, 2016.

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



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## Agenda Item No. 30

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

June 13, 2019

#### SUBJECT:

LIGHT RAIL VEHICLE (LRV) MAINTENANCE SCAFFOLDING AND CATENARY  
WARNING SYSTEM DESIGN - TASK ORDER CONTRACT AMENDMENT

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to ratify Work Order No. WOA1946-AE-28 to MTS Doc. No. G1946.0-17, and execute Amendment No. 2 (in substantially the same format as Attachment A) with Global Signals Group, Inc. (GSG) in the amount of \$16,909.87, bringing the total work order amount to \$108,382.87, to provide additional design services for the LRV Maintenance Scaffolding and Catenary Warning System Design.

#### Budget Impact

This agenda item requires ratification for WOA1946-AE-28 executed on October 9, 2018 in the amount of \$91,473.00, and execution of Amendment No. 2 in the amount of \$16,909.87, which combined exceeds the CEO authorized approval amount.

The value of the engineering design work order will not exceed \$108,382.87 and is allocated under Capital Improvement Program number 2006105801 (C Building Fall Protection – C1 East).

#### DISCUSSION:

On October 9, 2018, MTS executed Task Order number WOA1946-AE-28 with GSG to provide 100% design plans and specifications for the LRV Maintenance Scaffolding and Catenary Warning System Design (Project). The Project was necessary to ensure that all electrical components of the system were accurately identified on the as-built drawings. The additional design services for the Project in Amendment No. 2 include locating all emergency switches, safety sensors, overhead crane circuitry and train jack



stands for tracks C1-C5, and adding circuitry for safety lighting (red/green) and warning horns to the catenary warning system.

The table below provides a summary of amendments, since the inception of the agreement:

<b>Task Order No.</b>	<b>Amount</b>	<b>Description</b>
WOA1946-AE-28	\$91,473.00	Original Task Order
WOA1946-AE-28.01	\$0.00	No cost time extension
WOA1946-AE-28.02	\$16,909.87	Additional Design
<b>Total Task Order Value</b>	<b>\$108,382.87</b>	

Upon the review of the cost proposal, and comparing to the existing contract rates, MTS staff determined that the costs were fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to ratify Work Order No. WOA1946-AE-28 to MTS Doc. No. G1946.0-17, and execute Amendment No. 2 (in substantially the same format as Attachment A) with GSG in the amount of \$16,909.87, bringing the total work order amount to \$108,382.87, to provide additional design services for the LRV Maintenance Scaffolding and Catenary Warning System Design.

/s/ Sharon Cooney for \_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

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

Attachments: A. Draft Amendment WOA1946-AE-28.02, MTS Doc. No. G1946.0-17  
B. Task Order WOA1946-AE-28, MTS Doc. No. G1946.0-17



June 13, 2019

MTS Doc. No. G1946.0-17  
Work Order No. WOA1946-AE-28.02

Raymond Rizman  
Principal/Engineering and Commercial Director  
Global Signals Group, Inc.  
908 Fesler Street  
El Cajon, CA 92020

Dear Mr. Rizman:

Subject: MTS DOC. NO. G1946.0-17, WORK ORDER WOA1946-AE-28.02, GENERAL  
ENGINEERING SERVICES FOR BUILDING C MAINTENANCE SCAFFOLDING AND  
CATENARY WARNING SYSTEM DESIGN

This letter shall serve as Amendment 2 to Work Order WOA1948-AE-28 to MTS Doc. No. G1946.0-17,  
for professional services under the General Engineering Consultant Agreement, as further described  
below.

**SCOPE OF SERVICES**

The scope of services shall be amended in accordance with Attachment A.

**SCHEDULE**

This Amendment shall extend the contract date for an additional one (1) month from the date of  
execution.

**PAYMENT**

This amendment shall add \$16,909.87 to the Work Order. The new revised value of the Work Order  
shall not exceed \$108,382.87 without prior written authorization.

Please sign below, and return the document to the Contracts Specialist at MTS. All other terms and  
conditions shall remain the same and in effect.

Sincerely,

Accepted:

Paul C. Jablonski  
Chief Executive Officer

\_\_\_\_\_  
Raymond Rizman  
Global Signal Group, Inc.

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



Metropolitan Transit System

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

October 2, 2018

MTS Doc. No. G1946.2-17  
Work Order No. WOA1946-AE-28

Raymond Rizman  
Principal/Engineering and Commercial Director  
Global Signals Group, Inc.  
908 Fesler Street  
El Cajon, CA 92020

Dear Mr. Rizman:

Subject: MTS DOC. NO. G1946.0-17, WORK ORDER WOA1946-AE-28, GENERAL ENGINEERING SERVICES FOR BUILDING C MAINTENANCE SCAFFOLDING AND CATENARY WARNING SYSTEM DESIGN

This letter shall serve as our agreement for Work Order WOA1948-AE-28 to MTS Doc. No. G1946.0-17, for professional services under the General Engineering Consultant Agreement, as further described below.

**SCOPE OF SERVICES**

This Work order shall provide general engineering services in support of the MTS LRV Maintenance Scaffolding and Catenary Warning System Project. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A and B)

**SCHEDULE**

This Work Order will not change the original schedule. The Scope of Services, as described above, shall remain in effect through the completion of construction.

**PAYMENT**

Payment shall be based on actual costs in the amount not to exceed without prior authorization of \$91,473.00.

Please sign below, and return the document to the Contracts Specialist at MTS. All other terms and conditions shall remain the same and in effect. Retain the other copy for your records.

Sincerely,

*Paul C. Jablonski*  
Paul C. Jablonski  
Chief Executive Officer

Accepted:

*Raymond Rizman*

Raymond Rizman  
Global Signal Group, Inc.

Date: Oct 9, 2018

SAUGUSTYN  
G1946.0-17 WOA1946-AE-28.CSG.SAUGUSTYN.100218

Attachments: Attachment A, Scope of Services  
Attachment B, Negotiated Fee Proposal

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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.



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## Agenda Item No. 33

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

June 13, 2019

#### SUBJECT:

APPROVAL OF DISPOSITION AND DEVELOPMENT AGREEMENTS FOR TRANSIT ORIENTED DEVELOPMENT PROJECTS AT GRANTVILLE TROLLEY STATION; MEMORANDUM OF UNDERSTANDING WITH CITY OF SAN DIEGO REGARDING ALVARADO CREEK REVITALIZATION PROJECT (SHARON COONEY)

#### RECOMMENDATION:

That the Board of Directors authorize and direct the Chief Executive Officer (CEO) to take the following action:

- (1) Execute a Disposition and Development Agreement with Grantville Trolley Family Housing, L.P. (an affiliate of Affirmed Housing Group, Inc.) (Affirmed) in substantially the same format as Attachment B, including the finalization and execution of a 99-Year Ground Lease with the material terms identified on Page B-44.
- (2) Execute a Disposition and Development Agreement with Grantville Trolley, L.P., (an affiliate of Greystar Real Estate Partners, LLC) (Greystar) in substantially the same format as Attachment C, including the finalization and execution of a 99-Year Ground Lease with the material terms identified on Pages C-46 to C-47.
- (3) To create an Alvarado Creek Maintenance Project for MTS to (a) inspect the portions of Alvarado Creek within MTS's real property ownership and remove trash and loose debris on a regular basis; and (b) obtain necessary permits and take action to remove non-native sediment and vegetation from the portions of Alvarado Creek within MTS's real property ownership. Individual approvals to be processed according to the authority granted in Board Policy No. 41.
- (4) To negotiate and bring back for MTS Board approval a Memorandum of Understanding (MOU) with the City of San Diego to identify a process for implementation of the proposed Alvarado Creek Enhancement Project, including the following:
  - a. Identify a lead agency and project sponsor, a permitting and environmental clearance schedule, a construction phasing plan, a funding plan and



mechanism, and a process for determining MTS's fair share of project costs and responsibilities;

b. Address MTS Alvarado Creek Maintenance Project plans referenced in Recommendation No. 3 above; and

c. Document MTS's intent to accommodate the Alvarado Creek Enhancement Project as currently planned on MTS-owned property on Reach 2, including allowing the construction of a realigned and widened channel, south of the existing channel in Reach 2 and adding/grading for low-lying area as Floodable Green Space, south of the realigned channel to enhance hydraulic function, and providing for construction of up to three pedestrian/bicycle bridges in Reach 2 to increase connections to the Grantville Trolley Station.

### Budget Impact

The Affirmed project will result in approximately \$49,500 in rental revenue to MTS in the first full year of occupancy. The Greystar project will result in approximately \$834,000 in rental revenue to MTS in the first full year of occupancy. Revenue to MTS will increase annually as overall revenue for each project increases. Indirect transit ridership increases are anticipated from the residential tenants of the two projects. Future Board action may allocate portions of the rental revenue to fund transit passes for residents in the two projects.

## DISCUSSION:

### **The Grantville Trolley Station Site**

The Grantville Trolley Station property was purchased in 2001 for the Mission Valley East Trolley Extension Project. It is located just east of Mission Gorge Road and north of Interstate 8 (see attachment A). The property is 9.37 acres consisting of the elevated trolley guideway and elevated Trolley station, surface parking, bus bays, and overflow parking areas currently used for short term leases. Alvarado Creek runs along the northerly portion of the site. The transit facilities on the site currently include the trolley station, five bus bays and 246 marked parking stalls. Overflow dirt parking lots are used for special event parking only. Monthly parking data collected by MTS shows that an average of 115 cars use the parking lot each day for trolley access.

The City of San Diego adopted the Navajo Community Plan Focused Plan Amendment in 2015 which rezoned this property to allow for mixed-use development at a high density. The zoning allows for up to 109 dwelling units per acre base density with opportunities for higher density bonuses. The plan contemplates an integrated village concept around the Grantville site.

## Affirmed and Greystar Transit-Oriented Development Proposals

Today's action would approve two disposition and development agreements (DDAs) for two separate, but coordinated, residential projects: a 156-unit affordable housing project by Affirmed and a 254-unit market rate project by Greystar. The estimated occupancy is 325 (Affirmed) and 724 (Greystar), for a total of 1,049 residents. The Greystar project has higher than typical occupancy because it is being designed with a student-orientation to appeal to local college students along the Trolley's Sycuan Casino Green Line (connections to San Diego State University and University of San Diego) and the future Blue Line Mid-Coast Extension (connection to UC San Diego). The projects propose parking ratios within the City of San Diego's new ordinance for Transit Priority Areas: 86 parking spaces for the Affirmed project -- 0.55 spaces per unit/0.26 spaces per occupant; and 313 spaces for the Greystar project -- 1.23 spaces per unit/0.43 spaces per occupant. The Greystar project has higher mix of 3 and 4 bedroom units, so the spaces per occupant figure is more representative of the actual person-to-vehicle ratio.

The Greystar project will not bundle parking spaces with residential units. Instead, a parking space will be separately rented each month. Because of the planned student-centered focus of the Greystar project, Greystar intends to propose the proximity of the trolley line to the college destinations, with a goal of reducing daily vehicle trips. In other words, Greystar anticipates that residents will use transit for daily trips to class, campus jobs, and other locations that are easily accessible by transit. Less frequent trips may require a car. This model will encourage transit use and car sharing by suite-mates and neighbors.

The combined projects result in a density of 82 dwelling units per net useable acre and 44 dwelling units per gross acre. The proposed Affirmed and Grantville TOD projects meet current City of San Diego zoning requirements and are subject to the City's ministerial permit process.

The key features of the proposed TOD projects are as follows:

	<b>Affirmed</b>	<b>Greystar</b>
<i>Type of Project</i>	Affordable 153 Affordable Units (40%-60%-80% AMI; average 60% AMI) 3 Market Rate Manager Units	Market Rate Units with Student-Orientation
<i>Construction Type</i>	5-story Type III wood frame over 2-story concrete parking on sloping grade (maximum Type III height)	5-story Type III wood- framed apartment building built on top of a 3-level Type I podium and garage (maximum Type III height)
<i>Units</i>	156	254
<i>Bedrooms</i>	193	594
<i>Occupancy Estimate</i>	325	724

	<b>Affirmed</b>	<b>Greystar</b>
<i>Acreage (approximate)</i>	1.7 acres	2.5 acres
<i>Dwelling Units/Acre</i>	91.8 units/acre	101.6 units/acre
<i>Parking</i>	86	313
<i>Parking Ratio</i>	0.55/unit; 0.26/occupant	1.23/unit; 0.43/occupant
<i>Trolley Replacement Parking</i>		96 (partially funded by Affirmed)
<i>Revenue Return for MTS</i>	5% of Annual Net Proceeds	7% of Annual Gross Proceeds
<i>Estimated Rent (in first full year after occupancy)</i>	\$49,800	\$834,000
<i>Estimated Completion Date</i>	July 2022	July 2022
<i>Prevailing Wage</i>	Yes	No
<i>Local Hire Goal (documented best efforts to be supplied to MTS)</i>	30% HUD Section 3 Residents (low and very low income individuals in local jurisdiction)	50+% workers from San Diego Metropolitan Area
<i>Alvarado Creek Participation</i>	<ul style="list-style-type: none"> <li>• Project sites being constructed outside of the conceptual project footprint; shall be subject to easements or other property transfers necessary to implement creek project</li> <li>• Projects shall reserve access easement for travel between creek and trolley station</li> <li>• Other participation (funding or construction outside of TOD footprint) to be direct responsibility of MTS</li> </ul>	

#### **4.97 Acre Developable Site and Project Density Limitations**

While the gross acreage on the site is 9.37, the actual net developable acreage is approximately 4.97 acres. This is due in part to the existing on site bus transit facilities, the Trolley viaduct, and access ways across the property, and also due to other constraints such as proximity to a major City owned sewer line and the Alvarado Creek Revitalization Study area.

On July 26, 2018 (AI 30), MTS consultant Keyser Marston Associates (KMA) presented the Board with the results of its study on the economic feasibility of various project densities. Although the gross acreage of 9.37 acres would allow a development of up to 1,020 dwelling units, to achieve that full density, a developer would have to construct 205 units/acre on the net developable site. KMA studied the site and ran scenarios on how many units could be constructed with each residential construction method. This analysis identified five main types of construction, with the most financially feasible project size being approximately 75 dwelling units per net acre:

<u>Type V Garden</u>	<u>Type V Wrap</u>	<u>Type V Podium</u>	<u>Type III Podium</u>	<u>Type I Podium</u>
25 du/net acre	75 du/net acre	100 du/net acre	150 du/net acre	205 du/net acre
13 du/gross acre	40 du/gross acre	53 du/gross acre	80 du/gross acre	109 du/gross acre
124 units	373 units	497 units	746 units	1020 units
3 stories	4-5 stories	5 stories	6-7 stories	7-12 stories
Medium Land Value \$\$	High Land Value \$\$\$	Low Land Value \$	Negative Land Value (\$)	Negative Land Value (\$\$)

KMA concluded that construction costs for higher density projects (150-205 units/net acre) would make the development financially infeasible in the current market. Market rate rents would not be sufficient to cover the construction costs. Not only would such a project be unlikely to pay for replacement transit parking, or an annual rental payment to MTS, they would require an additional financial subsidy from MTS in order to be financed and constructed.

On this basis, and after further review of the joint proposal from Greystar and Affirmed, KMA advised that the proposed density of 82 dwelling units per net useable acre is consistent with the current market and cost analyses. The proposed annual rent payment for the Greystar proposal, \$834,000 in the first full year after occupancy, is also consistent with the site's land value. The Affirmed proposed payment of \$49,500 in its first full year after occupancy is also consistent with expected returns for an affordable project of this kind. Such projects require additional subsidy to be constructed since they do not rely on market rate rental returns. A market rate project of the size and footprint of the Affirmed project would be estimated to produce a return of approximately \$600,000 per year for MTS. Consequently, this equates to a \$550,000 annual subsidy from MTS for the affordable portion of the project.

### **Proposed Alvarado Creek Revitalization Project**

The Grantville TOD and trolley station site is elevated above the Alvarado Creek, which runs along the north edge of MTS's property at this location. The creek has been subject to historical flooding, which largely impacts the privately owned parcels north of the creek. The City of San Diego's Navajo Community Plan, including the Grantville Focused Plan Amendment adopted in 2015, does not address Alvarado Creek flooding or include land use requirements to alleviate the impacts of flooding.

### Alvarado Creek Enhancement Study Recommendations

In 2016, the City obtained a Smart Growth Incentive Grant from the San Diego Association of Governments (SANDAG) for a planning level study to find solutions to the flooding, enhance walkability and access to the trolley station, and create community amenities for new development (the Grantville Trolley Station/Alvarado Creek Enhancement Study). This study took approximately a year and a half to complete. The

study vetted three alternatives and, with community input, settled on an additional alternative that became the preferred solution.

The results of the study were reported in August 2017, with a high level analysis of conceptual improvements. The study identified a “preferred alternative” that proposed various improvements along a 4,500 foot stretch of the creek. (See Attachment D.) The preferred alternative includes various types and levels of improvements along six “reaches”. Each reach includes a separate type of existing channel infrastructure:

<b>Reach 1</b>	<b>Reach 2</b>	<b>Reach 3</b>	<b>Reach 4</b>	<b>Reach 5</b>	<b>Reach 6</b>
East of Mission Gorge Road and Alvarado Canyon Road intersection	Grantville TOD Site and privately owned parcels	North of 4570-4580 Alvarado Canyon Road	East of Reach 4 to just east of 4760 Mission Gorge Place	East of 4760 Mission Gorge Place, south of Grantville Post Office	South of 4750 Mission Gorge Place
Open Channel - Concrete	Open Channel – Vegetated	Open Channel – Concrete	Reinforced Concrete Box Culvert	Open Channel – Concrete	Open Channel – Vegetated Bottom, Concrete Sides

The study’s preferred alternative recommends the following general improvements:

Reach 1 to 6: A multi-use trail is proposed for the entire creek corridor. Also included in this portion of the project is to increase the capacity of the existing box culvert crossing under Mission Gorge Road by adding an additional 15x8 box culvert to the exist.

Reach 1 to 4: The private property north of the creek in Reach 1-3 and a portion of Reach 4 requires new grading to raise the properties above the flood plain.

Reach 1: the City’s proposed realigned path for Alvarado Canyon Road runs through Reach 1, which could be impacted by the required grading of pads north of the creek. MTS owns parcels in this Reach and operates the elevated trolley guideway in this section. This property is not part of the proposed Grantville TOD site.

Reach 2: the Grantville TOD site falls within Reach 2, with the MTS ownership on each end of the Reach. Privately owned property is in the middle of Reach 2. Reach 2 includes the largest proposed land use changes in the study area. The study proposes using this section of property (which has not yet been developed to its highest and best use or converted from its natural open channel) to increase the channel’s capacity and provide an outlet for flood waters. The proposal would retain the existing channel in its current location and natural state and construct an additional separate channel south of the current location. This new channel would be partially concrete lined on the south side of the new channel bottom. MTS-owned property impacted by this proposal is approximately 2.5 acres in Reach 2. The other private property contribution for this Reach would be approximately 1.5 acres. The channel widening would also include a



“floodable green space” that would be used for passive recreation during non-flood periods, but would be allowed to fill with floodwaters during storm events. The study proposes that 3 pedestrian bridges be constructed over the creek in Reach 2 to provide pedestrian and bicycle access from the north side of the creek to the trolley station on the south side.

Reach 3: the study proposes slight realignment of the channel in Reach 3, with additional grading for the flood control green space.

Reach 4: the study proposes expanding the underground culvert in this reach, and also creating a recreation corridor over the top.

Reach 5-6: the addition of the multi-use trail is the only new improvement recommended in these reaches.

The proposed improvements are primarily designed to increase the capacity of the full stretch of Alvarado Creek in this area and to contain flood waters in the area to the channel itself instead of being diverted onto neighboring streets and properties. Additional community amenities are included where feasible to further the Navajo Community Plan’s designation of the Grantville area as an urban village.

#### Implementation Status of Alvarado Creek Enhancement Study Recommendations

There is currently no official lead agency or project sponsor to implement the study’s recommendations. The City Council has taken no action to implement the study and there are no creek-related conditions in place for approval of projects in the study area. City staff has indicated that they do not consider this to be a project for the City to implement since most of the property in the plan area is privately owned. The City has begun a related study to widen the channel under City-owned Mission Gorge Road, just east of the study area as discussed above.

In addition to needing a lead agency and project sponsor, implementation of the study’s recommendations will require the following:

1. Environmental Clearance. The study did not engage in analysis at a level necessary to achieve environmental clearance. Deeper environmental analysis would need to be conducted to support required submittals to resource agencies, and a determination of the types of permitting, mitigation levels, and infrastructure concurrence required (e.g., Army Corp of Engineers, California Department of Fish and Wildlife, Regional Water Quality Control Board, California Environmental Quality Act compliance, and applicable City permitting). FEMA mapping modifications are also likely required for the impacted properties.

2. Construction Phasing Plan. Flood control projects are generally designed to work together. It is unclear if the study’s recommendations related to the channel modifications can be constructed in phases (a reach by reach implementation process), or if they are required to be constructed concurrently to avoid exacerbating the flood problems in the area. It is also unclear if the pad elevations can be constructed in

phasing separate from the channel improvements, or if these activities must be coordinated.

3. Funding Plan. The study did not identify project funding sources, allocation of cost shares, or develop a mechanism for fair share contributions (if any) to be collected from the various property owners benefited by the project. The study did include a high level cost estimate for the proposed improvements across Reaches 1-6 of \$10.4 million. This cost estimate does not include the cost of acquiring property for the project, any relocation costs associated with property acquisitions, or the cost of raising the privately owned properties' building pads north of the creek.

During the course of MTS's consideration and evaluation of the Affirmed and Greystar TOD proposals, MTS has received requests from affected Grantville property owners, Community Planning Group members, and San Diego Council offices to implement the portions of the proposed study's recommendations on MTS's property within Reach 2 as part of this TOD project approval. As explained above, the study is not at a current status that it can be implemented within the proposed timeline of the Affirmed and Greystar projects. Because the Grantville TOD sites are on pads elevated above the creek and are not subject to the flooding at issue in the study, the proposed creek improvements are not required for the residential projects of Affirmed and Greystar to move forward. The City is also not legally allowed to impose this requirement on Affirmed or Greystar during the permitting process for those projects.

The proposed business terms for the Affirmed and Greystar projects provide the best financial terms available to MTS to have the projects proceed. If additional requirements are imposed on the developers, such as participating in or constructing the Alvarado Creek improvements within the MTS parcels, these costs would be deducted from the financial return to MTS. In addition, because the channel improvements are not in a position to know exact costs or the MTS site's exact cost share, this would require the Grantville TOD projects to be delayed until those facts were known and new business terms could be negotiated between MTS and the developers. MTS has been informed that this type of years-long delay would result in Affirmed and Greystar withdrawing their proposals so they can focus on other projects that are ready to move forward. Consequently, since MTS will end up paying its fair share allocation of the channel improvements, either through an indirect reduction in revenue from a Grantville TOD project, or by a direct financial contribution by MTS, staff and the Executive Committee recommend bifurcating the projects by:

A. Proceeding with the proposed Affirmed and Greystar TOD projects by authorizing execution of the DDAs presented today (Attachments B and C); and

B. Initiating MTS participation in the proposed implementation of the study's recommendations by directing the CEO to take the following steps:

(i) creating an Alvarado Creek Maintenance Project for MTS's near term maintenance responsibilities to (a) inspect the portions of Alvarado Creek within MTS's real property ownership and remove trash and loose debris on a regular basis; and (b) obtain necessary permits and take action to remove non-native sediment and vegetation

from the portions of Alvarado Creek within MTS's real property ownership. Individual approvals to be processed according to the authority granted in Board Policy No. 41.

(ii) negotiating a Memorandum of Understanding (MOU) with the City of San Diego to identify a process for implementation of the proposed Alvarado Creek Enhancement Project, including the identification of a lead agency and project sponsor, a permitting and environmental clearance schedule, a construction phasing plan (and determining if the Reach 2 improvements can be constructed in advance of other recommended improvements), a funding plan and mechanism, and process for determining MTS's fair share of project costs and responsibilities. The final MOU will be brought to the Board for approval.

/s/ Sharon Cooney for  
Paul C. Jablonski  
Chief Executive Officer

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Attachments: A. Property Map  
B. Draft Affirmed DDA  
C. Draft Greystar DDA  
D. Alvarado Creek Enhancement Project – Concept Plan Layout

# Grantville Trolley Station



**DISPOSITION AND DEVELOPMENT AGREEMENT**

**by and between**

**SAN DIEGO METROPOLITAN TRANSIT DEVELOPMENT BOARD**

**“Board”**

**and**

**GRANTVILLE TROLLEY FAMILY HOUSING, L.P.**

**“Developer”**

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**EXHIBITS**

- A     Legal Description of Greystar Land**
- B     Legal Description of Adjoining Land**
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- D     Schedule of Performance**

**SCHEDULES**

- 1     Ground Lease Terms**



## DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (“**Agreement**”), dated for reference purposes only as of \_\_\_\_\_, 2019, is entered into by and between the **SAN DIEGO METROPOLITAN TRANSIT DEVELOPMENT BOARD**, a California public agency, also known as the San Diego Metropolitan Transit System (the “**Board**”), and **GRANTVILLE TROLLEY FAMILY HOUSING, L.P.**, a California limited partnership (“**Developer**”), with reference to the following facts:

A. The Board is the owner of approximately 401,841 square feet of land currently improved with a parking lot, located adjacent to the Grantville Transit Center in the City of San Diego (the “**City**”), County of San Diego, State of California, legally described on **Exhibit A** (the “**Grantville Property**”).

B. The Grantville Property is made of three distinct parcels: the “**Affirmed Land**” described in **Exhibit B-1** and the “**Greystar Land**”, described in **Exhibit B-2**, and the Transit Center land, described in **Exhibit B-3**. The Greystar Land and the Affirmed Land are collectively referred to as the “**Board Land**”. This Agreement concerns the Board’s intent to ground lease the Affirmed Land to Developer. It is anticipated that the Greystar Land will be ground leased by Greystar (as defined below) or its affiliate.

C. The Board operates the Grantville Transit Center (the “**Transit Center**”) on land adjacent to the Board Land. The Grantville Property, Greystar Land, Affirmed Land, Board Land and the Grantville Transit Center property are illustrated and designated on the “**Site Map**” which is attached to this Agreement as **Exhibit C**.

D. Affirmed Housing Group, Inc., a Delaware corporation (“**Affirmed**”), an affiliate of Developer, and the Board previously entered into an Exclusive Negotiation Agreement for the Grantville Transit Center dated August 31, 2018 (the “**ENA**”). This Agreement is the “**DDA**” that is contemplated in Section 4 of the ENA and the Board acknowledges that the Developer is a permitted assignee of Affirmed’s interest under the ENA.

E. On behalf of and in cooperation with the Board and Greystar, Developer intends to apply for a lot line adjustment that will cause the Affirmed Land, the Greystar Land, and the Transit Center property to be reconfigured as shown on the Site Map (the “**Lot Line Adjustment**”). The Affirmed Land as determined by such Lot Line Adjustment would be the site for the development of the Project, and the Greystar Land would include, among other things, an access easement for access to the Project, to the extent necessary.

NOW, THEREFORE, the Board and the Developer covenant and agree as follows:

### I. [§ 100] SUBJECT OF AGREEMENT.

#### A. [§ 101] Purpose of the Agreement.

The purpose of this Agreement is to provide for the development of the Project on the Site (as defined in **Section 102** below) by the Developer and to provide the terms and conditions for the lease of the Site by the Board to the Developer.

The lease and development of the Site pursuant to this Agreement, and the fulfillment generally of this Agreement, are in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements. The Board has taken all actions required by applicable laws to enter into this Agreement.

B. [§ 102] **The Site.**

The “**Site**” shall mean the Affirmed Land as shown on the Site Map.

C. [§ 103] **The Project.**

The “**Project**” shall consist of the design, development and construction by Developer of a transit-oriented, apartment project on the Site consisting of:

1. Residential components consisting of approximately one hundred fifty six (156) multifamily rental apartment units (the “**Residential Apartments**”) constructed above a two-story parking structure (the “**Parking Garage**”), together with related amenities, improvements and accommodations. At least 153 of the units shall be restricted to tenants who meet affordable housing standards of no greater than 80% Area Mean Income. Any deviation of less than ten percent (10%) from the estimated unit count shall not be deemed a material change requiring approval under Section 305(b); provided that an increase in unit count by more than ten percent (10%) is hereby approved.

2. All demolition, site preparation, and all other on-site and off-site improvements which are required for the construction and operation of the Project.

3. Extension (to the extent necessary) of off-site sanitary sewer, electrical, water, storm drain, telephone, cable and gas facilities required to serve the improvements.

The Project is more particularly described in the “**Scope of Development**” which is attached to this Agreement as **Exhibit D**, which may be supplemented as the Project entitlements are processed during the term of this Agreement. The term “**Designated Plans**” shall mean all final plans and specifications for the Project, that are listed in **Exhibit E**. Developer shall design, develop and construct the Project at its sole cost and expense in accordance with the Scope of Development and the Designated Plans.

D. [§ 104] **Parties to the Agreement.**

1. [§ 105] **The Board.**

The “**Board**” is a California public agency organized and existing under the laws of the State of California, including but not limited to Public Utilities Code sections 120000, *et seq.* The principal office of the Board is located at 1255 Imperial Avenue, Suite 1000, San Diego, California 92101-7490.

“**Board**” as used in this Agreement includes the Board and any assignee of or successor to its rights, powers and responsibilities.

2. **[§ 106] The Developer.**

The “**Developer**” is Grantville Trolley Family Housing, L.P., a California limited partnership. The general partner of Developer is Affirmed or its affiliate (“**General Partner**”). The principal office of the Developer is c/o Affirmed Housing Group 13520 Evening Creek Drive North, Suite 160, San Diego, CA 92128.

Wherever the term “Developer” is used herein, such term shall include any permitted assignee or successor in interest as herein provided.

E. **[§ 107] Prohibition Against Change in Ownership and Control of Developer.**

1. The Developer represents and agrees that its lease of the Site, and its other undertakings pursuant to this Agreement, are and shall be used for the purpose of timely redevelopment of the Site and not for speculation in landholding. The Developer further recognizes that, in view of:

(a) The importance of the redevelopment of the Site to the general welfare of the community; and

(b) The fact that a change in ownership or control of the Developer, or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in ownership or with respect to the identity of the parties in control of the Developer or the degree thereof, is for practical purposes a transfer or disposition of the Site; and

(c) The fact that the Site is not to be leased (except in connection with the rental of the Residential Apartments) or used for speculation, but only used for development and operation by the Developer in accordance with this Agreement; and

(d) The importance to the Board and the community of the standards for the development and the use, operation and maintenance of the Site and the subsequent rental of the Residential Apartments;

that the qualifications and identity of the Developer are of particular concern to the community and the Board. The Developer further recognizes that it is because of such qualifications and identity that the Board is entering into this Agreement with the Developer. No voluntary or involuntary successor-in-interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

2. In light of the foregoing, and except as otherwise provided in this **Section 107**, the Developer, without the prior written approval of the Board, which approval may be given or withheld in the Board’s sole discretion, shall not (i) assign or delegate all or any part of its rights and obligations under this Agreement; or (ii) effect any transaction which would result in any person or entity other than General Partner or its affiliate being the general partner of Developer; provided however that Developer

shall be permitted to admit a tax credit investor and nonprofit managing general partner so long as the General Partner or an affiliate of Affirmed remains as a general partner.

3. This Agreement may be terminated by the Board pursuant to **Section 510** if there is any voluntary or involuntary assignment or transfer described in Subsection 1(b) above (of this **Section 107**) prior to the Close of Escrow where the Board's approval is required but has not been obtained.

4. The Developer shall promptly notify the Board of any and all changes whatsoever in the identity or degree of direct and indirect ownership of Developer and its members, partners or shareholders, of which it or any of its members, partners or shareholders have been notified or otherwise have knowledge or information.

5. Absent an express signed written agreement between the parties to the contrary, no assignment of any of the rights or obligations of Developer under this Agreement shall result in a novation or in any other way release Developer from its obligations under this Agreement. No consent by the Board to any assignment by Developer shall constitute a consent to any other assignment or commit the Board to provide its consent to any future assignment.

6. For the avoidance of doubt, the applicable terms and conditions of the Ground Lease shall supersede the terms and conditions of this **Section 107** upon the execution of the Ground Lease. In the event of any conflict or inconsistency between the terms of the Ground Lease and the terms of this Agreement after the Close of Escrow, the terms of the Ground Lease shall control.

**F. [§ 108] Schedule of Performance.**

Developer and Board shall each use commercially reasonable efforts to satisfy the conditions to Closing and shall each perform its obligations under this Agreement in accordance with the "**Schedule of Performance**" attached hereto as **Exhibit F** and incorporated herein.

The parties desire to execute the Ground Lease upon satisfaction of the conditions to Close of Escrow in **Section 205**.

**II. [§ 200] SITE DISPOSITION.**

**A. [§ 201] Lease of Site.**

1. The Board agrees to lease to Developer the Site, excepting therefrom the Trolley Viaduct Reserved Rights, the Transit Parking Facilities, the Transit Parking Reserved Rights, a reciprocal access right between the Affirmed Land and the Greystar Land, and future easements for the construction of and access between the Alvarado Creek Flood Control Project and the Transit Center (described in **Exhibit G**) reserved by the Board pursuant to the Ground Lease, and Developer will ground lease the Premises from the Board, for development of the Project in accordance with the Ground Lease. The ground lease interest in the Site (subject to the reserved rights or easements) is referred to herein as the "**Premises**".

2. The form of “**Ground Lease**” is attached hereto as **Exhibit H**. The Commencement Date of the Ground Lease shall be the date that escrow closes and the Memorandum of Lease for the Ground Lease in the form attached to the Ground Lease (“**Memorandum of Lease**”) is recorded (“**Close of Escrow**”). The anticipated date for Close of Escrow is set forth on **Exhibit F** provided that the outside date scheduled for Close of Escrow (the “**Closing Date**”) shall be no later than July 15, 2022, as the same may be extended in writing by the Chief Executive Officer of the Board. The material terms of the Ground Lease are listed in **Exhibit I**. Before Close of Escrow, the Chief Executive Officer for the Board and the designated representative for Developer may agree to changes in the final Ground Lease document that do not materially alter the terms listed in **Exhibit I** or otherwise materially increase the obligations of the Board other than as may be required by Developer’s lenders.

B. [§ 202] **Condition of the Site.**

1. Condition of Title.

(a) Title/Survey. Developer shall cause to be prepared (i) a current, effective commitment for title insurance (the “**Title Commitment**”) issued by First American Title Insurance Company (“**Title Company**”), accompanied by true, complete, and legible copies of all documents referred to in the Title Commitment as exceptions and (ii) a current ALTA-NSPS Land Title Survey of the Premises (the “**Survey**”). Developer shall determine whether the Board’s title to the Premises is satisfactory to Developer. Developer may negotiate with the Title Company or the surveyor who prepared the Survey in order to cause them to modify the Title Commitment or the Survey, as applicable, to reflect only those exceptions to title that are acceptable to Buyer (collectively, the “**Permitted Title Exceptions**”), and to commit to provide endorsements to the leasehold title policy. The Board agrees to use commercially reasonable efforts to remove all title exceptions or encumbrances shown on the Title Commitment which are objected to in writing by Developer.

(b) Future Easements. The parties shall cooperate reasonably regarding the grant of non-exclusive easements for (collectively the “**Future Easement Areas**”):

(1) Utility and access purposes as may be required by the City or public utility to extend utility service to the Project or the Transit Center and such other future easements which might be necessary or desirable for the operation of the Project or the Transit Center;

(2) Construction and maintenance of a future City of San Diego flood control project (Alvarado Creek Project) on the portions of the Premises that are outside of the Project footprint; and

(3) Public access purposes between the future City of San Diego Alvarado Creek Project and the Transit Center.

Such cooperation shall continue after execution of the Ground Lease to the extent that all easements have not been determined as of the date of the execution of the Ground Lease; provided however that such cooperation shall be at no cost to Developer and shall not impose any obligations on Developer to construct, repair, maintain or operate the Future Easement Areas.

(c) Elimination or Modification of Title Exceptions. Board agrees to reasonably cooperate and assist Developer in its investigations of the title exceptions and in the elimination of or modification to those title exceptions that interfere or may interfere with the development or use of the Project

2. Physical Condition. The Site and all improvements thereon shall be conveyed in an “as is” condition, with no warranty, express or implied by the Board as to the condition of the soil (or water), its geology, or the presence of known or unknown faults or as to the condition of the improvements. It shall be the sole responsibility of the Developer, at the Developer’s expense, to investigate and determine the soil (and water) condition of the Site (including improvements) and the suitability of the Site (including improvements) for the development to be constructed by the Developer. If the soil (or water) condition of the Site (including improvements), or any part thereof, is not in all respects entirely suitable for the use or uses to which the Site and improvements will be put, then it is the sole responsibility and obligation of the Developer to take such action as may be necessary to place the Site and the soil (and water) condition thereof (including improvements) in all respects in a condition entirely suitable for the development of the Site.

3. Lot Line Adjustment. Developer and Greystar, at their sole expense, shall use their commercially reasonable efforts to obtain the Lot Line Adjustment with the cooperation of the Board, at no cost to the Board, including without limitation payment of all City fees and the posting of all required bonds. The parties shall cooperate reasonably to cause the application for the Lot Line Adjustment (and any other documentation relating thereto) to be executed by all necessary parties (including the Board), submitted to the City Council for approval, and filed in the Office of the County Recorder of San Diego County at least three (3) Business Days before the Closing Date.

**C. [§ 203] Delivery of Completed Documents.**

Prior to the Closing Date, the Board and the Developer shall complete, execute, acknowledge (if required for recordation) and deliver into escrow the following documents:

1. The Ground Lease (in the form attached hereto as **Exhibit H**);
2. The Memorandum of Lease (in the form attached to the Ground Lease);
3. All documents required for construction financing of the Project by Developer and approved by Board pursuant to Section 212 below (“Developer Construction Loan”);

4. The Assignment of Construction Contract, subordinate to the rights of any construction lenders; and

5. Any other documents necessary for the disposition of the Site as contemplated in this Agreement.

D. **[§ 204] Closing.**

Close of Escrow (also referred to herein as “**Closing**”) shall be deemed to have occurred upon recording of the Memorandum of Lease. At Closing, the leasehold interest in the Site shall be conveyed and possession of the Site shall be delivered to the Developer, and the Ground Lease shall commence.

E. **[§ 205] Conditions to Execution of the Ground Lease.**

Execution of the Ground Lease is subject to the following conditions:

1. **Developer Certification.** Developer shall certify in writing to the Board that:

(a) the Developer is ready, willing and able, in accordance with the terms and conditions of this Agreement, to perform in accordance with the Scope of Development;

(b) all conditions precedent to Closing of which the Developer is aware (including the delivery into escrow of documents to be deposited by Developer pursuant to **Section 203** hereof, the delivery to the Board of the documents and certifications to be deposited by Developer pursuant to **Section 212** hereof, and the performance of any other obligations of Developer as set forth in the Schedule of Performance which are scheduled to be performed before the Closing Date) have been fulfilled or waived by the party entitled to waive such condition;

(c) Developer has obtained the Lot Line Adjustment;

(d) The only condition to issuance by the City of all grading and building permits required for the development of the Project is the payment of applicable fees, and Developer will pay such fees and obtain all grading, building and other permits required for the development of the Project after Close of Escrow;

(e) Developer’s construction financing for the Project is in a position to fund and will fund at Close of Escrow;

(f) Developer has approved the physical condition of the Site, including, but not limited to, all matters disclosed by the Title Commitment or the Survey pursuant to **Section 202**; and

(g) that to the best of the Developer's knowledge, (i) the Developer is not in violation of any order or decree of any court of competent jurisdiction or, any governmental agency having jurisdiction, which if determined adversely to the interest of Developer or its respective owners, members or partners, could materially adversely affect the Developer's ability to construct, develop, operate and maintain the Project as set forth in this Agreement, and (ii) there are no pending or threatened judicial or administrative proceedings, which, if determined adversely to the interests of the Developer or its respective owners, members or partners, could materially adversely affect the Developer's ability to construct, develop, operate and maintain the Project as set forth in this Agreement.

The Developer's certification shall include, if requested by the Board not later than ten (10) days after the delivery thereof; evidence reasonably satisfactory to the Board that all contracts and commitments required by this Agreement to be procured or entered into by Developer are in full force and effect as of the time of such certification, or will be in full force and effect concurrent with the Closing.

2. Condition of the Site. There shall have been no material adverse change in the physical condition of the Site following the date of execution of this Agreement.

3. Proposed New Utility Easements. Board shall have executed and recorded (or otherwise dedicated) all Proposed New Utility Easements.

4. Proposed Trolley Viaduct Reservation of Rights (further described in Exhibit G). Board shall have executed and recorded (or otherwise dedicated/reserved) all documents necessary as of Close of Escrow, as determined in Board's reasonable discretion, to preserve Board's right to construct, repair, maintain and operate the trolley guideway and related facilities through the Site.

5. Proposed City of San Diego Flood Control Project Easements (further described in Exhibit G). To the extent a City of San Diego project for Alvarado Creek improvements has been initiated before the Close of Escrow, Board shall have executed and recorded (or otherwise dedicated or signed an intent to dedicate) all proposed easements or property transfers to accommodate the City of San Diego project all to the extent required by the City as of Close of Escrow, including any related easements for public access between the Alvarado Creek project area and the Transit Center.

6. The Leasehold Title Policy. Escrow Holder can procure the Leasehold Title Policy insuring title in conformity with **Section 208** of this Agreement.

7. Proceedings. No legal or administrative proceeding, or moratorium, referendum, or other challenge has occurred and remains outstanding that would adversely impact Developer's ability to construct and occupy the Project within the times set forth in the Performance Schedule shall have been filed.

8. Designated Plans. Board has approved the "Designated Plans" for the Project pursuant to **Section 304** or any modification which requires Board approval pursuant to **Section 305**.



9. Financing and Project Commitments. Developer shall have delivered to the Board all of the documents and certifications referred to in **Section 212** hereof, and the Board shall have issued all approvals required of the Board under **Section 212**.

10. Reimbursement of Costs of Board's Consultants. Developer shall have deposited into Escrow sums sufficient (in the reasonable determination of the Board) to reimburse the Board for 50% of the fees, costs and expenses of its outside consultants, outside counsel, and reimbursable staff time as described in **Section 213**.

11. Developer Performance. Prior to the Closing Date, the Board shall determine that (a) all conditions precedent to the Closing have been satisfied and performed, including without limitation, Developer's performance of any other obligations of Developer as set forth in this Agreement, including without limitation the Schedule of Performance or the Scope of Development, which are scheduled to be performed before the Closing Date; and (b) Developer has performed all of its material obligations under this Agreement and is not in material default under this Agreement.

12. Board Performance. Prior to the Closing Date, Developer shall determine that (a) all conditions precedent to the Closing have been satisfied and performed, including without limitation, the Board's performance of any other obligations of the Board as set forth in this Agreement, including without limitation the Schedule of Performance or the Scope of Development, which are scheduled to be performed before the Closing Date; and (b) Board has performed all of its material obligations under this Agreement and is not in material default under this Agreement.

13. Waiver of Conditions Precedent. The conditions precedent described in Subsections 2, 6 and 12 of this **Section 205** are for the sole benefit of Developer, and Developer unilaterally may waive any or all of such conditions. The conditions precedent described in Subsections 1, 10 and 11 of this **Section 205** are for the sole benefit of the Board, and the Board unilaterally may waive any or all of such conditions. Except as otherwise expressly provided in this Agreement, any other conditions to execution described in this Agreement may be waived only by written notice from both Developer and the Board to Escrow Holder and each other. Subject to the terms of this Agreement, Developer and Board shall use their reasonable efforts to satisfy all conditions to execution in accordance with the Schedule of Performance.

F. **[§ 206] Escrow and Escrow Instructions.**

1. The Board agrees to open an escrow for the purposes of this Agreement with First American Title Insurance Company or such other escrow company or escrow department of a title insurance company as may be acceptable to both the Board and the Developer (the "**Escrow Holder**"). This Agreement, together with escrow instructions and any supplemental escrow instructions entered into by the parties consistent herewith (the "**Escrow Instructions**"), shall constitute the joint escrow instructions of the Board and the Developer with respect to the conveyance of the leasehold interest in the Site, and a duplicate original of all such documents shall be delivered to the Escrow Holder upon the opening of escrow.

2. The Board and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Holder hereby is empowered to act under this Agreement and, upon indicating its acceptance of the provisions of this Section in writing, delivered to the Board and to the Developer within five (5) days after the opening of the escrow, shall carry out its duties as Escrow Holder hereunder.

3. The Board shall not pay any fees, charges or costs in connection with the Closing; Developer shall pay all such expenses.

4. The Developer shall pay into escrow to the Escrow Holder the following fees, charges and costs promptly after the Escrow Holder has notified the Board of the amount of such fees, charges and costs prior to the Closing Date:

(a) All: (i) escrow fees, (ii) city or county transfer, conveyance or documentary taxes or fees, and (iii) recording and notary fees; and

(b) The premium for the Leasehold Policy referred to in **Section 208** below and any lender's policy required in connection with the Developer's Construction Loan.

5. The Escrow Holder is authorized to:

(a) Pay, and charge the Developer, for any fees, charges and costs payable under this Section to third parties. Before such payments are made, the Escrow Holder shall notify the Board and the Developer of such fees, charges and costs;

(b) Deliver the Ground Lease and other documents (including those referred to in **Section 203** hereof) to the parties entitled thereto when the conditions of the escrow have been fulfilled by the Board and the Developer;

(c) If not previously recorded, record the Proposed New Utility Easements, the Trolley Viaduct Reservation of Rights (if applicable), and the City of San Diego Alvarado Creek Project Easements, if any;

(d) Record the Memorandum of Lease and any instruments delivered through this escrow if necessary or proper to vest an enforceable leasehold interest in the Developer in accordance with the terms and provisions of this Agreement; and

(e) Do all things necessary and authorized to be done to fulfill this Agreement and the escrow instructions.

6. If the escrow is not in condition to permit the delivery of the Ground Lease, recordation of the documents listed in **Section 206(5)(c)** above (if not previously recorded), recordation of the Memorandum of Lease, and recordation of any documents in connection with any Developer Construction Loan by the Closing Date, either party

who is not then in default hereunder may, in writing, terminate this Agreement as provided in **Sections 509 and 510** (including any cure period) and demand the return of its money, papers, documents, or real property. Thereupon all rights, liabilities, duties and obligations of the parties under this Agreement shall be determined as provided in **Sections 509-511** hereof. No termination or demand for return shall be recognized until ten (10) days after the Escrow Holder shall have mailed copies of such demand to the other party at the address of its principal place of business. Objections, if any, shall be raised by written notice to the Escrow Holder and to the other party within the 10-day period. If any objections are raised within the 10-day period, the Escrow Holder is authorized to hold all money, papers and documents until instructed by mutual agreement of the parties or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as the conditions contained in this Agreement concerning the conveyance of the leasehold interest in the Site have been satisfied.

7. The Escrow Holder shall not be obligated to return any such money, papers or documents except as provided in **Subsection 6** above, or upon the written instructions of both the Board and the Developer or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

8. Any amendment to the Escrow Instructions shall be in writing and signed by both the Board and the Developer. At the time of any amendment, the Escrow Holder shall agree to carry out its duties as Escrow Holder under such amendment.

9. All communications from the Escrow Holder to the Board or the Developer shall be directed to the addresses and in the manner established in **Section 601** of this Agreement for notices, demands and communications between the Board and the Developer.

10. The liability of the Escrow Holder under this Agreement is limited to performance of the obligations imposed upon it under this Agreement and the Escrow Instructions, and any supplemental escrow instructions delivered to and accepted by the Escrow Holder.

11. Each party hereto represents to the other that it has not authorized any broker or finder to act on its behalf in connection with this Agreement and that it has not dealt with any broker or finder purporting to act on behalf of any party. Each party hereto agrees to indemnify, defend and hold harmless the other party from and against any and all losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such party or on its behalf with any broker or finder in connection with this Agreement or the transaction contemplated hereby. Notwithstanding anything to the contrary contained herein, this section shall survive the Closing or any termination of this Agreement.

G.     **[§ 207]           Deposit of Monies and Recordation of Documents.**

The parties hereto shall each deposit any monies required to close the escrow with the Escrow Holder prior to the Closing Date; provided that the Escrow Holder shall have notified the parties hereto in writing that the Ground Lease, the Memorandum of Lease and other documents referred to in **Section 203** hereof have been delivered to the Escrow Holder and that title is in the condition to be conveyed in conformity with the provisions of **Section 202** of this Agreement. The Escrow Holder shall cause the Title Company to deliver to the Developer a leasehold title insurance policy insuring title in conformity with **Section 208** of this Agreement, deliver to the parties fully executed duplicate originals of the Ground Lease, and record the Memorandum of Lease in the Official Records of the County Recorder for the County of San Diego. The Ground Lease shall not be recorded.

The parties agree to perform all acts necessary for recordation in sufficient time to close escrow in accordance with the provisions of this Agreement.

H.     **[§ 208]           Title Insurance.**

Concurrently with the recordation of the Memorandum of Lease and the delivery of the executed duplicate originals of the Ground Lease to the parties, Title Company or such other title insurance company approved by the Board and satisfactory to the Developer shall provide and deliver to the Developer a title insurance policy insuring that the leasehold title in the Site is vested in the Developer subject only to the Permitted Title Exceptions and all standard exceptions and exclusions from coverage set forth in the form of title policy ("**Leasehold Title Policy**"). The Leasehold Title Policy shall be in such amount as the Developer and the Title Company may agree. At Developer's option and sole cost, and provided that the Closing is not thereby delayed, Developer may obtain an ALTA extended coverage leasehold owners policy of title insurance, subject only to the Approved Title Exceptions and such exceptions and other matters as are revealed by or result from the ALTA survey. The Title Company shall provide the Board with a copy of the Leasehold Policy.

I.     **[§ 209]           Taxes and Assessments.**

Ad valorem taxes and assessments, if any, levied, assessed or imposed on the Site during any period prior to the Commencement Date of the Ground Lease shall be borne by the Board. Ad valorem taxes and assessments (including possessory interest taxes), if any, levied, assessed or imposed on the Site during any period commencing after the Commencement Date of the Ground Lease shall be borne by the Developer, pursuant to the Ground Lease.

J.     **[§ 210]           Occupants of the Site.**

The Site shall be conveyed free of any possession or right of possession except that of the Developer, subject to the rights of the Board pursuant to the Trolley Guideway Easement, the Transit Parking Easement, and the rights of access to the Greystar Land.

K.     **[§ 211]           Required Land Use Approvals.**

Developer, at its sole cost and expense, shall use its commercially reasonable efforts to obtain all approvals, permits and authorizations from governmental and quasi-governmental agencies and other parties required for the development of the Project, including without limitation the approvals listed in **Exhibit J** attached hereto (the “**Required Land Use Approvals**”). Developer’s rights and obligations to lease the Site pursuant to this Agreement shall be subject to, and conditioned, upon, the Developer’s obtaining all the Required Land Use Approvals.

L. **[§ 212] Submission of Evidence of Financing and Project Commitments.**

The Developer shall report regularly as requested by the Board (but at least every three (3) months) on its progress in obtaining financing for the development on the Site. The reports may be oral, or shall be in writing if requested by the Board. The reports shall explain in reasonable detail the sources and methods of financing sought, the status of obtaining the financing and the issues, if any, which must be resolved, and the pre-leasing activity which is required or has been achieved. The information in the reports shall remain confidential to the extent permitted by law, recognizing without limitation that they are subject to review by responsible officials, employees and contractors of the Board.

Not later than the times specified therefor in the Schedule of Performance, the Developer shall submit to the Board for approval, which approval shall not be unreasonably withheld, the following:

1. A current certified financial statement or other financial statements or forms of financial confirmation, in such form reasonably satisfactory to the Board, evidencing the sources of capital sufficient to demonstrate that the Developer has adequate funds and is committing such funds to cover the construction costs and other costs the Developer is expected to incur in fulfilling the obligations of this Agreement (“**Project Commitments**”).

2. Evidence satisfactory to the Board that the Developer has obtained the financing necessary for the ground lease and development of the Project in accordance with this Agreement. Such evidence of financing shall include the following, certified by the Developer to be true and correct copies thereof (collectively, “**Evidence of Financing**”):

(a) A copy of the term sheet describing the details of the terms and conditions of the mortgage loan or loans obtained by the Developer (both for interim construction financing and take out financing if a condition of funding the construction loan) to assist in financing the construction of the Project; and

(b) Evidence satisfactory to the Board of sources of equity capital sufficient to demonstrate that the Developer has adequate funds legally committed to cover the difference, if any, between construction cost minus financing authorized by mortgage loans, and evidence of Developer’s financial ability to meet normally anticipated cost over-runs.

3. Evidence satisfactory to the Board that Developer has obtained, in form and substance acceptable to the Board, all permits, approvals and authorizations of any type required for the design, development, construction, use and operation of the Project, other than grading and building permits and those inspections, certificates of occupancy and other approvals that are only available after construction has commenced or been completed.

4. Evidence satisfactory to the Board that Developer has obtained, in form and substance acceptable to the Board, all easements, encroachment agreements, licenses and other off-site rights required for the development, construction, use and operation of the Project.

It is the purpose of this procedure to ensure to the satisfaction of the Board that the leasehold interest in the Site will not be conveyed unless and until Developer demonstrates that it has sufficient financing and development commitments to commence and complete the construction of all of the improvements to be constructed pursuant to this Agreement. Prior to the close of escrow, the Developer shall provide or cause to be provided to the Board any additional evidence reasonably required by the Board to establish that all items required under this Section are current and in full force and effect.

The Board shall approve all evidence, contracts and commitments required under this Section within the time established therefor in the Schedule of Performance except as otherwise set forth in this Section. Such approval shall not be unreasonably withheld. Any disapproval shall be given in writing with the specific reasons therefor. In the event the Board shall disapprove any evidence, contracts or commitments required under this Section, the Developer may revise and resubmit the same within thirty (30) days of receipt of the Board's written disapproval.

**M. [§ 213] Reimbursements by Developer.**

Developer shall reimburse the Board for the fees, costs and expenses of its outside consultants related to the Project and this Agreement. An estimated budget for the Board's outside consultant costs is attached as **Exhibit K**; such costs to be shared 50/50 between Developer and Greystar. This estimate is only for budgeting purposes and shall not be considered a cap or limit on the amount of Board's reimbursable expenses. As soon as practicable after determining that expenses are anticipated to exceed the estimate in Exhibit K, Board shall advise Developer and provide documentation for the basis of and need for the additional expenditures. This obligation shall survive the Close of Escrow or the termination of this Agreement. Developer shall deposit with Escrow Holder on or before the Closing Date sums sufficient (in an amount reasonably documented and, to the extent not already incurred, reasonably estimated by the Board) to reimburse the Board for such fees, costs and expenses, which sums shall be paid to Board through Escrow at Close of Escrow. After Close of Escrow, if Board determines that the amount deposited was not sufficient to cover the costs described above, Developer shall reimburse the Board for such additional costs within thirty (30) days of the Board's written request together with reasonable evidence of such charges and payment. If after payment of such fees, costs and expenses, any balance of such deposits remains, such balance shall be refunded promptly to the Developer together with reasonable evidence of such

charges and payment. The Board shall not have authority to impose additional costs, expenses or reimbursement obligations on Developer except as expressly set forth herein.

III. **[§ 300] DEVELOPMENT OF SITE.**

A. **[§ 301] Development of Site.**

1. **[§ 302] Scope of Development.**

The Developer shall develop the Site with the Project as provided in the Scope of Development.

2. **[§ 303] No Approved Drawings and Plans.** No final plans or drawings have been submitted or approved by the Board as of the date hereof. The Chief Executive Officer of the Board is authorized to approve all plans, drawings and other design elements for the Project as described hereinbelow on behalf of Board.

3. **[§ 304] Construction Plans, Drawings and Related Documents.**

(a) The Developer shall prepare and submit to the Chief Executive Officer of the Board for architectural and site planning review and written approval the construction plans, drawings and related documents defined in the Scope of Development as the “**Designated Plans**” at the times established in the Schedule of Performance, subject to extensions as are authorized herein or as mutually agreed to by the parties hereto. Developer shall also promptly provide Board upon request, for the Board’s information (not approval), copies of all other plans, drawings and related documents for the development of the Site, including any proposed changes therein.

(b) Board staff and the Developer shall hold regular progress meetings to coordinate review of the Designated Plans and related documents by the Board. The Board and Developer shall communicate and consult informally as frequently as is necessary to ensure that the Designated Plans receive prompt and speedy consideration by the Chief Executive Officer of the Board.

(c) If any revisions or corrections of plans approved by the Board shall be required by any government official, agency, department or bureau having jurisdiction, or any lending institution involved in financing, the Developer and the Board shall cooperate in efforts to obtain a waiver of such requirements or to develop a mutually acceptable and commercially reasonable alternative.

4. **[§ 305] Board Approval of Plans, Drawings and Related Documents.**

Board shall have the right of review (including, but not limited to, architectural review) and approval of the Designated Plans, including any proposed changes therein. Board shall not unreasonably withhold approval of the Designated Plans.

The Developer has retained Studio E Architects as the architect for the Project through construction completion, provided, however, that Developer may retain a substitute or additional architect if Board approves in writing, such approval not to be unreasonably withheld, in advance of any substitution occurring prior to Close of Escrow.

(a) Approval of Designated Plans. The Board shall approve, conditionally approve, or disapprove the Designated Plans within the times established in the Schedule of Performance. Any disapproval shall state in writing the reasons for disapproval and the steps which must be taken to achieve such approval. The Developer, upon receipt of a disapproval, shall revise such portions of the plans, drawings or related documents in a manner that satisfies the reasons for disapproval, and shall resubmit such revised portions to the Board as soon as possible after receipt of the notice of disapproval, but in no event more than fifteen (15) calendar days after receipt of the notice of disapproval. The Board shall approve or disapprove such revised portions in the same manner and as soon as possible after receipt of such revised portion, but in no event more than fifteen (15) calendar days after receipt thereof.

(b) Approval of Changes to the Designated Plans. Once the Designated Plans have been approved by the Board, the following changes shall be presented to the Chief Executive of the Board for approval (1) material reduction to the residential unit count of more than 10%; (2) material changes the exterior appearance of the Project buildings; (3) material changes to the exterior landscaping plan for the Project; (4) material changes to the Project's interior access roads or pedestrian pathways; (5) or other material changes to the scope of the Development. The Chief Executive of the Board shall approve, conditionally approve, or disapprove any proposed changes to the Designated Plans as soon as possible after receipt of the notice of proposed change, but in no event more than fifteen (15) calendar days after receipt thereof. Any disapproval shall be handled in the same process set forth in **Section 305(b)** above.

(c) The Board neither undertakes nor assumes nor shall it have any responsibility or duty to Developer or to any third party to review, inspect, supervise, pass judgment upon or inform Developer or any third party of any matter in connection with the development or construction of the Project, whether with respect to the quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to the Project, any person furnishing the same or otherwise. Developer and all third parties shall rely upon its or their own judgment with respect to such matters, neither Developer nor any third party is entitled to rely on any review, inspection, supervision, exercise of judgment or information supplied to the Developer or to any third party by the Board in connection with this Agreement.

The parties shall prepare and attach to the Ground Lease at Closing a schedule describing the plans, drawings, and related documents which have been approved by the Board.



5. **[§ 306] Cost of Construction.**

The entire cost of constructing the Project on the Site shall be borne by the Developer. The Board and the Developer shall each pay the costs necessary to administer and carry out their respective responsibilities and obligations under this Agreement.

6. **[§ 307] Indemnification.**

To the fullest extent permitted by law, the Developer shall indemnify, protect, defend and hold harmless the Board and its officers, employees and agents, from and against all liability, loss, damage, costs, or expenses of any kind (including court costs and attorneys' fees) arising from or as a result of: (a) any and all challenges to this Agreement, the Project or the related entitlements; and (b) any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur on or adjacent to the Affirmed Land prior to the completion of the Project and which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of the Developer, its agents, employees and contractors, or any of them, including but not limited to, claims of negligent or defective design or construction before Close of Escrow or termination of this Agreement, regardless of whether any such liability, loss, damage, costs, or expense occurs before or after Close of Escrow or termination of this Agreement. These indemnity obligations shall survive the expiration or termination of this Agreement. Developer's obligations under this Section exclude claims, losses or liability which is due to the sole negligence, willful misconduct, or violation of law by the Board or its officers, employees and agents.

7. **[§ 308] Local, State, and Federal Laws.**

The Developer shall comply with all applicable laws, including all applicable federal and state labor standards.

8. **[§ 309] City and Other Governmental Board Permits.**

Before commencement of any work or improvement upon the Affirmed Land, the Developer shall secure or shall cause to be secured, any and all permits, approvals or certificates which may be required by the Board, the City or any other governmental agency with jurisdiction over the Affirmed Land or over the construction, development or work contemplated under this Agreement. The Board shall cooperate with Developer and provide all proper assistance to the Developer in securing these permits and certificates and any other approvals required for the Project in order to meet the time periods set forth in the Schedule of Performance; provided that the Board shall not be required to incur any expense in connection with providing any such assistance.

9. **[§ 310] Taxes, Assessments, Encumbrances and Liens.**

The Developer shall not place or allow to be placed on fee title to the Affirmed Land, or any portion thereof, any mortgage, trust deed, or similar encumbrance or lien and the Developer shall remove, or shall have removed, any levy or attachment made on

the fee title to the Affirmed Land, or any portion thereof, or shall assure the satisfaction thereof within a reasonable time; provided however that encumbrances and liens shall be permitted on Developer's leasehold title pursuant to the terms of the Ground Lease. Nothing herein contained shall be deemed to prohibit the Developer from contesting the validity or amounts of any encumbrance or lien, nor to limit the remedies available to the Developer with respect thereto, provided such contest does not subject the Affirmed Land, or any portion thereof, to forfeiture or sale.

**B.     [§ 311]           Sale of Developer's Interest in the Project.**

Except as otherwise expressly provided in this Agreement, the Developer shall not under any circumstances be entitled to assign this Agreement or any of the rights herein, without the prior written consent of the Board, which may be granted or withheld in the reasonable discretion of Board.

If, contrary to the provisions of this Agreement, the Developer does assign this Agreement or any of the rights herein, or any change in the ownership or control of Developer in violation of **Section 107** occurs, in addition to all other legal and equitable remedies the Board may be entitled to, the Board shall be entitled to recover from Developer the total consideration received by Developer for such sale, transfer, conveyance or assignment. Said consideration shall belong and be paid immediately to the Board.

Notwithstanding anything to the contrary contained herein, in the event of any conflict or inconsistency between the terms of the Ground Lease and the terms of this Agreement after the Close of Escrow, the terms of the Ground Lease shall control.

**IV.    [§ 400]USE OF THE AFFIRMED LAND.**

**A.     [§ 401]           Inspection of the Affirmed Land.**

1.     Developer has fully and independently inspected and assessed the condition of the Affirmed Land and any other information deemed pertinent by Developer to its ground lease, use or development of the Affirmed Land (including any title, survey, permits, approvals, laws, statutes, rules, ordinances and other governmental regulations or requirements applicable to the Affirmed Land), and has approved the same in its sole discretion. Before the Close of Escrow, Developer shall have the continuing right to physically inspect, and to cause one or more engineers or other representatives of Developer to physically inspect, the Affirmed Land without interfering with the Board's operation of the Affirmed Land. Developer shall make such inspections in good faith and with due diligence. All inspection fees, appraisal fees, engineering fees and other expenses of any kind incurred by Developer relating to the inspection of the Affirmed Land will be solely at Developer's expense. The Board shall cooperate reasonably with Developer in providing access to the Affirmed Land for such inspections. The Board hereby reserves the right to have a representative present when Developer conducts any inspection of the Affirmed Land. Prior to and as a condition to Developer making each physical inspection of the Affirmed Land, Developer shall adhere to the Board's published procedures regarding site access and inspection.

2. Developer shall indemnify, protect, defend (with counsel approved by the Board) and hold harmless the Board, its contractors and employees from and against any and all injuries, losses, liens, claims, judgments, liabilities, costs, expenses and damages (including reasonable attorneys' fees and court costs) sustained by or threatened which result from or arise out of any inspections of the Affirmed Land or any other entry onto the Affirmed Land by Developer, its contractors, employees, agents or representatives, however caused. Notwithstanding any provision herein to the contrary, the indemnity contained in the preceding sentence shall survive the Execution of the Amended and Restated Agreement or the earlier termination of this Agreement.

3. Developer shall deliver to the Board, within five (5) Business Days after a request, copies of all studies, reports and similar information, including all supplements, addenda and updates of such information, regarding the physical condition of the Affirmed Land (e.g., soils, geotechnical, hydrological, and environmental reports, studies, assessments and tests) obtained by Developer.

**B. [§ 402] Hazardous Substances.**

1. Developer shall not, without the Board's prior written consent, use, store, generate, dispose or otherwise allow any "**Hazardous Substances**" (as defined below) onto the Affirmed Land.

2. Developer shall comply with all rules, laws and regulations relating to Hazardous Substances which Developer uses, stores or allows on the Affirmed Land.

3. Developer shall not cause the unlawful release, deposit, discharge or disposal of any Hazardous Substances on or around the Affirmed Land or permit the unlawful release, deposit, discharge or disposal of any Hazardous Substances on the Affirmed Land.

4. Except for bioretention tanks installed in accordance with applicable laws, no above or underground storage tanks shall be installed or maintained on the Affirmed Land without Board's prior express written approval.

5. Developer shall be responsible for posting on the Affirmed Land any signs required by any state, federal or local law, including, without limitation, Section 25249.6 of the California HEALTH AND SAFETY CODE and regulations promulgated pursuant thereto. Developer shall also complete and file any business response plans or inventories required by any state, federal or local law, including, without limitation, Chapter 695 of the California HEALTH AND SAFETY CODE and regulations promulgated pursuant thereto. Developer shall concurrently file a copy of any such business response plan or inventory with Board.

6. Developer shall defend, indemnify and hold harmless the Board and its officers, employees, and agents from any claims, liability, injury, damage, costs or expenses (including without limitation, attorneys' fees and the cost of any cleanup, testing, remediation, removal or disposal of Hazardous Substances) relating to or arising out of any Hazardous Substances released, deposited, discharged or disposed onto, under

or around the Affirmed Land by Developer, its contractors, employees or agents, or arising as a result of Developer’s violation of the provisions of this Section. The obligations of this paragraph shall survive the expiration or termination of this Agreement, but shall terminate upon Developer’s sale of its leasehold interest in the Affirmed Land in compliance with the terms of the Ground Lease.

7. Developer hereby releases the Board and its officers and employees from any claims, liability, injury, damage, costs or expenses (including without limitation, attorneys’ fees and the cost of any cleanup, testing, remediation, removal or disposal of Hazardous Substances) relating to or arising out of any Hazardous Substances released, deposited, discharged or disposed onto, under or around the Affirmed Land; provided, however, that this release shall not apply to any Hazardous Substances released, deposited, discharged or disposed onto, under or around the Affirmed Land solely by Board or its officers or employees after the Close of Escrow. Developer agrees as to the matters released to waive the benefits of Section 1542 of the CIVIL CODE of the State of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

\_\_\_\_\_

Developer’s Initials

\_\_\_\_\_

Board’s Initials

The obligations of this paragraph shall survive the expiration or termination of this Agreement.

8. The term “**Hazardous Substances**”, when used in this Agreement, shall mean any hazardous waste or hazardous substance as defined in any federal, state, or local statute, ordinance, rule, or regulation applicable to the property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (Title 42 United States Code 9601-9662), the Resource Conservation and Recovery Act (Title 42 United States Code 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code 25300-25395), and the Hazardous Waste Control Law (California Health and Safety Code 25100-25250.25). “Hazardous Substances” shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule, or regulation.

C. [§ 403] **Obligation to Refrain from Discrimination.**

There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, ancestry, national origin, religion, disability (mental or physical), sex, gender, sexual orientation, gender identity, gender expression, genetic information, marital status, familial status, or source of income, in connection with the

construction of the Project or in the lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, or any part thereof, nor shall the Developer itself or any person claiming under or through the Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, or sublessees of the Site.

D. **[§ 404] Effect and Duration of Covenants.**

1. The covenants established herein shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Board, its successors and assigns, and any successor in interest to the Site or any part thereof.

2. The covenants contained in this Agreement shall remain in effect as follows:

(a) All indemnity and release obligations shall survive the termination of this Agreement.

(b) The obligations of Developer under Subsection (3) of Section 401 shall survive the termination of this Agreement.

(c) All other covenants in this Agreement shall terminate upon the Close of Escrow.

3. The duties and obligations of the Lessee under the Ground Lease are separate and independent from the duties and obligations of the Developer under this Agreement, and a breach by the Developer under this Agreement shall not be deemed a breach under the Ground Lease. No (i) Transferee (as that term is defined in the Ground Lease) of the Lessee's interest under the Ground Lease, (ii) Permitted Mortgagee (as defined in the Ground Lease), (iii) tenant under a new lease or its subsequent assignees, or (iv) a foreclosing Permitted Mortgagee or its subsequent assignees, shall be responsible for any of the obligation of the Developer under this Agreement and no such party described in (i)-(iv) above shall be considered a "successor or assign" under this Agreement.

E. **[§ 405] Effect of Violation of the Terms and Provisions of this Agreement.**

The Board shall have the right in the event of any breach of the terms and provisions of this Agreement, to exercise all rights and remedies available at law, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches.

V. **[§ 500] DEFAULTS, REMEDIES AND TERMINATION.**

A. **[§ 501] Defaults – General; Notice.**

A failure or delay by any party to perform any term or provision of this Agreement shall constitute a default under this Agreement. The non-defaulting party

shall give written notice of default to the defaulting party, specifying the default complained of and the actions required to cure the default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default. A party shall be deemed in material default of this Agreement, and the party not in default shall have the remedies described below, if either: (1) a monetary default is not cured within ten (10) days after service of the notice of default; or (2) a non-monetary default is not cured within thirty (30) days after service of the notice of default; or (3) a non-monetary default which cannot reasonably be cured within thirty (30) days is not (a) commenced to be cured within thirty (30) days after service of the notice of default, (b) pursued diligently, and (c) cured promptly within a reasonable period of time after commencement of the cure.

Any failures or delays by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies, or deprive a party of its right to institute and maintain any actions or proceedings which are allowed by this Agreement.

**B.     [§ 502]           Legal Actions.**

**1.     [§ 503]           Institution of Legal Actions.**

Any legal actions must be instituted in the Superior Court of the County of San Diego, State of California, in any other appropriate court in that County, or in the Federal District Court for the Southern District of California.

**2.     [§ 504]           Applicable Law.**

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

**3.     [§ 505]           Acceptance of Service of Process.**

In the event that any legal action is commenced by the Board against the Developer, service of process on the Developer shall be made by personal service, or in such manner as may be provided by law, and shall be valid whether made within or without the State of California.

**C.     [§ 506]           Rights and Remedies are Cumulative.**

Except with respect to rights and remedies which are expressly declared to be exclusive in this Agreement, the rights and remedies of any non-defaulting party are cumulative and the exercise of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the defaulting party.

**D.     [§ 507]           Damages; Specific Performance.**

If a party defaults with regard to any of the provisions of this Agreement, after notice and opportunity to cure as provided in **Section 501** above; the defaulting party shall, except as otherwise expressly provided in this Agreement, be liable to the other party for damages caused by such default, and the non-defaulting party, at its option, may institute an action for specific performance of the terms of this Agreement, or exercise any other remedy or remedies which it may be entitled to.

E.     **[§ 508]           Remedies and Rights of Termination.**

1.     **[§ 509]           Termination by Developer.**

In addition to any other termination rights of Developer set forth in this Agreement, the Developer may terminate this Agreement, so long as the Ground Lease has been executed, if:

(a)     any of the conditions to Close of Escrow in **Section 205** for Developer's benefit are not satisfied or waived by Developer; or

(b)     the Board fails to execute and deliver the Ground Lease or fails to perform any of its other obligations under this Agreement (including any Attachment to this Agreement) within the time established therefor herein or in the Schedule of Performance.

2.     **[§ 510]           Termination by Board.**

In addition to any other termination rights of the Board set forth in this Agreement, but subject to the notice and cure provisions of **Section 501**, the Board at its option may terminate this Agreement, so long as the Ground Lease has not been executed, if:

(a)     the Developer assigns or attempts to assign this Agreement, or any rights herein, or makes or attempts to make any total or partial sale, transfer or conveyance of the whole or any part of Developer's leasehold interest in the Site or the improvements thereon, except as permitted by this Agreement or the Ground Lease (after execution of the Ground Lease); or

(b)     there is change in the ownership of the Developer, or with respect to the identity of the parties in control of the Developer, or the degree thereof contrary to the provisions of **Section 107** hereof except as permitted by the Ground Lease; or

(c)     the Developer fails to diligently pursue or to obtain and submit to the Board the Evidence of Financing and Project Commitments described in **Section 212** of this Agreement within the time established therefor in the Schedule of Performance and such failure is not cured within thirty (30) days following receipt of written notice thereof; or

(d) the Developer fails to execute and deliver the Ground Lease within the time established therefor in the Schedule of Performance and such failure is not cured within thirty (30) days following receipt of written notice thereof; or

(e) the Developer fails to perform any of its other obligations under this Agreement (including any Attachment to this Agreement) within the time established therefor herein or in the Schedule of Performance and such failure is not cured within thirty (30) days following receipt of written notice thereof; or

(f) any of the conditions to Close of Escrow in **Section 205** for the Board's benefit are not satisfied or waived by the Board; or

(g) the Developer fails to timely pay or reimburse the Board for any costs or expenses incurred by the Board with respect to the Site which are to be borne by the Developer under this Agreement; or

(h) the Developer fails to perform all of Developer's indemnity obligations to Board under this Agreement, including, but not limited to, those set forth in **Sections 307, 401, and 402**.

3. **[§ 511] Effect of Termination.**

(a) No expiration or termination of this Agreement shall affect Developer's indemnity obligations to the Board under this Agreement, including, but not limited to, those set forth in **Sections 307, 401, and 402**. The obligations of Developer under Subsection (3) of **Section 401** and Developer's release under Subsection 7 of **Section 402** shall survive the termination of this Agreement. Notwithstanding the foregoing, Developer's obligations herewith shall terminate upon a sale of Developer's leasehold interest in compliance with the Ground Lease.

(b) The deposits and payments made by the Developer under the ENA, this Agreement or separate agreement to reimburse the Board for the fees, costs and expenses of the Board's outside consultants, attorneys and reimbursable staff time shall be retained by the Board until the total amount of such fees, costs and expenses is determined and paid. Any balance of such deposits remaining (after payment of such fees, costs and expenses) shall be refunded promptly to the Developer.

VI. **[§ 600] GENERAL PROVISIONS.**

A. **[§ 601] Notices, Demands, and Communications Between the Parties.**

Unless otherwise specifically provided herein, all formal notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery, or by Federal Express (or similar reputable express delivery service), or by email transmission with verification of receipt and back-up copy mailed the same



day, or as of the second Business Day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

For the Board: Chief Executive Officer  
Metropolitan Transit Development Board  
1255 Imperial Avenue, Suite 1000  
San Diego, California 92101-7490  
Email: paul.jablonski@sdmts.com

with a copy to:

General Counsel  
Metropolitan Transit Development Board  
1255 Imperial Avenue, Suite 1000  
San Diego, California 92101-7490  
Email: karen.landiers@sdmts.com

For the Developer: c/o Affirmed Housing Group  
1350 Evening Creek Drive, Suite 160  
San Diego, California 92128  
Attn: James Silverwood

with a copy to:

Katten Muchin Rosenman LLP  
Attn: David P. Cohen, Esq.  
2029 Century Park East, Suite 2600  
Los Angeles, California 90067-3012  
Email: david.cohen@kattenlaw.com

Addresses for notice may be changed by written notice sent in the manner provided above.

**B. [§ 602] Conflicts of Interest.**

No member, official or employee of the Board shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he, or she is, directly or indirectly, interested.

**C. [§ 603] Warranty Against Payment of Consideration for Agreement.**

The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

**D. [§ 604] Nonliability of Board Officials and Employees.**

No member, official, or employee of the Board shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the Board or for any amount which may become due to the Developer or to its successor, or on any obligations under the terms of this Agreement.

E.     **[§ 605]           Enforced Delay; Extension of Time of Performance.**

In addition to specific provisions of this Agreement, delays in performance (other than the payment of money) by either party hereunder shall not be deemed to be a default where and to the extent that such delays in performance are due to war; insurrection; strikes or lock-outs (except strikes or lockouts caused by a labor dispute between Developer, its agents or contractors and the labor force under strike or lockout conditions); riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts of terrorism; epidemics, quarantine restrictions; freight embargoes; lack of transportation (which could not have been avoided with reasonable diligence and planning by Developer); governmental restrictions or priority; litigation directly impacting Developer's ability to proceed with Project; unusually severe weather; inability to secure necessary labor, materials or tools (which could not have been avoided with reasonable diligence and planning by Developer); acts of the other party; or any other causes beyond the control (and without the fault) of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if the party claiming such extension sends notice to the other party within thirty (30) days of knowledge of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the Chief Executive Officer and the Developer.

F.     **[§ 606]           Inspection of Books and Records.**

The Board has the right at all reasonable times to inspect the books and records of the Developer pertaining to the Site and the Project as pertinent to the purposes of this Agreement.

G.     **[§ 607]           Approvals.**

Unless otherwise expressly provided herein, approvals required of the Board or the Developer shall not be unreasonably withheld and approval or disapproval shall be given within the time set forth in the Schedule of Performance or, if no time is given, within a reasonable time. Unless otherwise expressly provided herein, the Chief Executive Officer of the Board or his/her designee shall have the authority to issue all approvals and disapprovals on behalf of the Board required or allowed hereunder.

H.     **[§ 608]           Severability.**

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

I.     **[§ 609]           Gender, Number.**

Whenever the context requires, the use herein of (i) the neuter gender includes the masculine and the feminine, and (ii) the singular number includes the plural.

J.     **[§ 610]           Business Days.**

“**Business Day**” means a day that is not a Saturday, Sunday, MTS Administration or federal bank holiday. If the last day for performance of an act falls upon a day that is not a Business Day, such last day shall be the next following regular Business Day.

K.     **[§ 611]           Captions.**

Captions in this Agreement are inserted for convenience of reference and do not define, describe or limit the scope or intent of this Agreement or any of its terms.

L.     **[§ 612]           Entire Agreement.**

This Agreement, together with any other written document referred to herein, embodies the entire agreement and understanding between the parties regarding the subject matter hereof, and any and all prior or contemporaneous oral or written representations, agreements, understandings or statements shall be of no force and effect.

M.     **[§ 613]           Recitals; Exhibits.**

Any recitals set forth above and any attached exhibits are incorporated by reference into this Agreement.

N.     **[§ 614]           Authority of Signatories.**

Each signatory and party hereto hereby warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter into this Agreement, and that all resolutions and/or other actions have been taken so as to enable said signatory to enter into this Agreement.

O.     **[§ 615]           Modifications.**

No modification, waiver or discharge of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver or discharge is or may be sought. Any material amendments to this Agreement must be approved by the Board’s Board of Directors.

P.     **[§ 616]           Attorneys’ Fees and Legal Expenses.**

Should any party hereto institute any action or proceeding in court or any arbitration or similar proceeding to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Agreement or for any other judicial remedy, the prevailing

party(ies) shall be entitled to receive from the losing party(ies) all reasonable attorneys' fees and all court costs in connection with said proceedings.

**Q.    [§ 617]           Preparation of Agreement.**

No inference, assumption or presumption shall be drawn from the fact that a party or its attorney prepared or drafted this Agreement. It shall be conclusively presumed that both parties participated equally in the preparation and/or drafting of this Agreement.

**R.    [§ 618]           Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be original and all of which shall constitute one and the same document.

**S.    [§ 619]           Certificates.**

At any time and from time to time, each party (“**Responding Party**”) agrees to sign and deliver to the other party (“**Requesting Party**”) within ten (10) days after receipt of written request therefor a statement certifying that (a) this Agreement is unmodified and in full force and effect (or, if such is not the case, so stating and setting forth any modifications), (b) that, to the Responding Party’s knowledge, the Requesting Party is not in breach hereunder (or, if such is not the case, so stating and setting forth any alleged breaches), and (c) any other information reasonably related to the status of this Agreement. Such certification may be conclusively relied on by the Requesting Party, any equity investor of Developer, and any title insurance company insuring title to the Site.

**T.    [§ 620]           Successors and Assigns.**

Subject to the provisions of this Agreement restricting or prohibiting assignment, this Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties.

**U.    [§ 621]           Joint and Several Liability.**

If any party consists of more than one person or entity, the liability of each such person or entity signing this Agreement shall be joint and several.

**V.    [§ 622]           No Third Party Beneficiaries.**

This Agreement has been made and is made solely for the benefit of the Board and the Developer and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

VII. [§ 700] **Time for Acceptance of Agreement by Board.**

Execution and delivery of this Agreement by the Developer to the Board shall be considered an offer by Developer to enter into this Agreement. If this Agreement is not authorized, executed and delivered by the Board within seven (7) days after the date of signature by the Developer, the offer to enter into this Agreement may be terminated by the Developer on written notice to the Board. The effective date of this Agreement (the “**Effective Date**”) shall be the date this Agreement is fully executed by both Developer and the Board.

*[Signature page to follow.]*

IN WITNESS WHEREOF, Board and Developer have duly executed this Agreement as of the day and year first written above.

**“Board”**

**San Diego Metropolitan Transit Development Board**, a California public agency also known as the Metropolitan Transit System

By: \_\_\_\_\_  
Chief Executive Officer

APPROVED AS TO FORM

By: \_\_\_\_\_  
Karen Landers  
General Counsel

**“Developer”**

**GRANTVILLE TROLLEY FAMILY HOUSING, L.P.**, a California limited partnership

By: Affirmed Housing Group, Inc.

Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of Grantville Property (Entire Parcel)**

**EXHIBIT B-1**

**Legal Description of Affirmed Land**



**EXHIBIT B-1**

**Legal Description of Greystar Land (Greystar Parcel)**

**EXHIBIT C**

**Site Map**

**EXHIBIT D**

**Scope of Development**

**EXHIBIT E**

**List of Designated Plans**

**EXHIBIT F**

**Schedule of Performance**

TASK/EVENT	TIME FOR PERFORMANCE
1. <b>Disposition and Development Agreement (DDA).</b> Parties shall execute the DDA	June 15, 2019
2. <b>Lot Line Adjustment.</b> Developer shall apply for Lot Line Adjustment.	Not later than December 31, 2019
3. <b>Project Commitments.</b> Developer shall submit evidence of Project Commitments to the Board.	Not later than ten (10) days prior to the Closing Date.
4. <b>Evidence of Financing.</b> Developer shall submit Evidence of Financing to the Board.	Not later than ten (10) days prior to the Closing Date.
5. <b>Ground Lease.</b> Parties shall execute Ground Lease.	Not later than July 15, 2022
6. <b>Commencement of Construction.</b> The Developer shall commence construction.	Within thirty (30) days following the later of (i) Ground Lease execution and (ii) issuance of grading and building permits by the City of San Diego
7. <b>Completion of Construction.</b> The Developer shall complete construction.	No later than thirty (30) months after Commencement of Construction.
8. <b>Lot Line Adjustment.</b> Developer shall obtain Lot Line Adjustment.	On or before Ground Lease execution.

If the Developer fails to satisfy any obligation by the deadline set forth above, the Developer shall not be in default under this Agreement unless the Developer has first been given written notice of such failure and an opportunity to cure pursuant to **Sections 501 and 510**. Any cure by the Developer within the period set forth by **Sections 501 and 510** shall constitute a full and complete cure of the failure, notwithstanding the fact that the deadline established herein was not first met by the Developer.

## EXHIBIT G

### List of Reserved Rights or Easements

1. Reservation of Right to Construction, Maintain, Improve, Repair, and Operate the Trolley Viaduct. All rights granted under this Agreement and the Ground Lease shall be subordinate to the Board's right to construct, maintain, improve, repair, and operate the existing trolley viaduct that runs through the Affirmed Land and the Transit Center (shown on the Site Map in Exhibit C).
2. Reciprocal Access Easement (or Rights) between Affirmed Land, Greystar Land, and Transit Center. In order to maintain access to the system of public streets, Greystar shall be granted access across the Affirmed Land and the Transit Center Land for ingress and egress to the Greystar Land. Affirmed (or a successor developer) shall be granted access across the Greystar Land and the Transit Center Land for ingress and egress to the Affirmed Land.
3. City of San Diego Alvarado Creek Project Easements. Developer acknowledges that in the future the City of San Diego may undertake a project to improve the Alvarado Creek property that runs through and adjacent to the Board Land. Developer has planned the Project in a manner designed to accommodate the footprint of the proposed City project (as currently contemplated in documents available to Developer and Board). In the event the City project is constructed, Board reserves the right to grant easements or other property rights to City that would (a) allow for the construction, maintenance and operation of the Alvarado Creek project by the City, and (b) provide a right of public access from the Alvarado Creek areas, through the Greystar Land and the Affirmed Land, to the Transit Center. The specific routes and of access shall be mutually agreed to by and between Board and Developer.

**EXHIBIT H**

**Draft Ground Lease**

## EXHIBIT I

### Material Terms of Ground Lease

1. The initial term of the Ground Lease shall be 99 years.
2. The Project shall consist of approximately 156 residential units with an estimated occupancy of 325. At least 153 of the units shall be restricted to tenants who meet affordable housing standards of no greater than 80% Area Mean Income. Any deviation of less than ten percent (10%) from the estimated unit and occupancy counts shall not be considered a material change under Section 305(b).
3. Developer shall pay to Board as rent, in arrears, on an annual basis an amount equal to five percent (5%) of Developer's annual Net Operating Income (as defined below) from the operation of the Project during the prior calendar year (the "**Base Rent**"). Base Rent will be determined and paid, without any prior demand within one hundred twenty days (120) days after the last day of each calendar year and calculated based on the Gross Income received by Developer from operating the Project during the prior calendar year. For purposes of this Lease, "Net Operating Income" shall mean all income from the residential and non-residential components of the Project received on a cash basis, including rental income from the lease of the Residential Apartments, and any other income to Developer derived from the Premises, but excluding (i) insurance proceeds or condemnation proceeds; (ii) security deposits or other tenant deposits; (iii) interest earned on project reserves; (iv) proceeds of loans or capital contributions; and (v) releases of funds from any operating or capital replacement reserves. Base Rent shall not commence until recordation of the Certificate of Compliance (the "**Rent Commencement Date**"). No Base Rent will be due by Lessee for any calendar years before the year in which the Rent Commencement Date occurs.
4. The Ground Lease shall include typical rights and protections for any leasehold mortgagees.
5. Construction of the Project is scheduled to take thirty (30) months after construction commencement to achieve substantial completion, subject to extension for "Force Majeure".
6. Documented Efforts towards Local Hire Goal: Developer shall make a documented good faith effort to achieve HUD Section 3 numerical goals for San Diego Housing Commission Section 3 covered projects (30%) by employing qualified Section 3 Residents (low and very low income individuals in local jurisdiction) to work on the Project.



**EXHIBIT J**

**Required Land Use Approvals**

**EXHIBIT K**

**Estimated Budget for MTS Outside Consultants pursuant to Section 213**

**DISPOSITION AND DEVELOPMENT AGREEMENT**

**by and between**

**SAN DIEGO METROPOLITAN TRANSIT DEVELOPMENT BOARD**

**“Board”**

**and**

**GRANTVILLE TROLLEY, L.P.**

**“Developer”**

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**EXHIBITS**

- A     Legal Description of Greystar Land**
- B     Legal Description of Adjoining Land**
- C     Site Map**
- D     Schedule of Performance**

**SCHEDULES**

- 1     Ground Lease Terms**

## DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (“**Agreement**”), dated for reference purposes only as of \_\_\_\_\_, 2019, is entered into by and between the **SAN DIEGO METROPOLITAN TRANSIT DEVELOPMENT BOARD**, a California public agency, also known as the San Diego Metropolitan Transit System (the “**Board**”), and **GRANTVILLE TROLLEY, L.P.**, a California limited partnership (“**Developer**”), with reference to the following facts:

A. The Board is the owner of approximately 401,841 square feet of land currently improved with a parking lot, located adjacent to the Grantville Transit Center in the City of San Diego (the “**City**”), County of San Diego, State of California, legally described on **Exhibit A** (the “**Grantville Property**”).

B. The Grantville Property is made of three distinct parcels: the “**Greystar Land**” described in **Exhibit B-1** and the “**Affirmed Land**”, described in **Exhibit B-2**, and the Transit Center land, described in **Exhibit B-3**. The Greystar Land and the Affirmed Land are collectively referred to as the “**Board Land**”. This Agreement concerns the Board’s intent to ground lease the Greystar Land to Developer. It is anticipated that the Affirmed Land will be ground leased by Affirmed (as defined below) or its affiliate.

C. The Board operates the Grantville Transit Center (the “**Transit Center**”) on land adjacent to the Board Land. The Grantville Property, Greystar Land, Affirmed Land, Board Land and the Grantville Transit Center property are illustrated and designated on the “**Site Map**” which is attached to this Agreement as **Exhibit C**.

D. Greystar Real Estate Partners, LLC, a Delaware limited liability company, Affirmed Housing Group, Inc., a Delaware corporation (“**Affirmed**”), and the Board previously entered into an Exclusive Negotiation Agreement for the Grantville Transit Center dated August 31, 2018 (the “**ENA**”). This Agreement is the “**DDA**” that is contemplated in Section 4 of the ENA.

E. On behalf of and in cooperation with the Board, Developer intends to apply for a lot line adjustment that will cause the Affirmed Land, the Greystar Land, and the Transit Center property to be reconfigured as shown on the Site Map (the “**Lot Line Adjustment**”). The Greystar Land as determined by such Lot Line Adjustment would be the site for the development of the Project, and the Affirmed Land would include, among other things, an access easement for access to the Project, to the extent necessary.

NOW, THEREFORE, the Board and the Developer covenant and agree as follows:

I. **[§ 100] SUBJECT OF AGREEMENT.**

A. **[§ 101] Purpose of the Agreement.**

The purpose of this Agreement is to provide for the development of the Project on the Site (as defined in **Section 102** below) by the Developer and to provide the terms and conditions for the lease of the Site by the Board to the Developer.

The lease and development of the Site pursuant to this Agreement, and the fulfillment generally of this Agreement, are in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements. The Board has taken all actions required by applicable laws to enter into this Agreement.

**B. [§ 102] The Site.**

The “**Site**” shall mean the Greystar Land as shown on the Site Map.

**C. [§ 103] The Project.**

The “**Project**” shall consist of the design, development and construction by Developer of a transit-oriented, moderate density, mixed-use project on the Site consisting of:

1. Residential components consisting of approximately two hundred fifty-four (254) multifamily rental apartment units with an estimated occupancy of up to 730 (the “**Residential Area**”) and approximately 10,000 square feet of commercial and/or live-work space (the “**Commercial Area**”) constructed above a multilevel parking structure (the “**Parking Garage**”), together with related amenities, improvements and accommodations. Any deviation of less than ten percent (10%) from the estimated unit and occupancy counts shall not be deemed a material change requiring approval under Section 305(b).

2. Parking facilities consisting of approximately four hundred and nine (409) parking spaces in the Parking Garage (collectively, the “**Parking Facilities**”), of which:

(a) approximately three hundred and thirteen (313) additional parking spaces shall be provided as parking for the residents of the Project which residential parking will be separated from the Trolley Parking Facilities with a gate; and

(b) ninety-six (96) parking spaces as shown on the Designated Plans (defined below) approved by the Board (the “**Transit Parking Facilities**”) shall be provided on site for the exclusive use of Board, for its bus and trolley park-and-ride patrons of the Transit Center. The Board shall reimburse Developer for its share of all costs incurred by Developer to retain an independent contractor (or contractors) to maintain and repair the Transit Parking Facilities, which share shall be determined by the parties prior to the execution of the Ground Lease.

3. All demolition, site preparation, and all other on-site and off-site improvements which are required for the construction and operation of the Project.

4. Extension (to the extent necessary) of off-site sanitary sewer, electrical, water, storm drain, telephone, cable and gas facilities required to serve the improvements.

The Project is more particularly described in the “**Scope of Development**” which is attached to this Agreement as **Exhibit D**, which may be supplemented as the Project entitlements are processed during the term of this Agreement. The term “**Designated Plans**” shall mean all



final plans and specifications for the Project, that are listed in **Exhibit E**. Developer shall design, develop and construct the Project at its sole cost and expense in accordance with the Scope of Development and the Designated Plans.

**D. [§ 104] Parties to the Agreement.**

1. [§ 105] The Board.

The “**Board**” is a California public agency organized and existing under the laws of the State of California, including but not limited to Public Utilities Code sections 120000, *et seq.*. The principal office of the Board is located at 1255 Imperial Avenue, Suite 1000, San Diego, California 92101-7490.

“**Board**” as used in this Agreement includes the Board and any assignee of or successor to its rights, powers and responsibilities.

2. [§ 106] The Developer.

The “**Developer**” is Grantville Trolley, L.P., a California limited partnership. The general partner of Developer is Greystar GP II, LLC, a Delaware limited liability company (“**General Partner**”). The principal office of the Developer is 444 South Cedros Avenue, Suite 172, Solana Beach, California 92075.

Wherever the term “Developer” is used herein, such term shall include any permitted assignee or successor in interest as herein provided.

**E. [§ 107] Prohibition Against Change in Ownership and Control of Developer.**

1. The Developer represents and agrees that its lease of the Site, and its other undertakings pursuant to this Agreement, are and shall be used for the purpose of timely redevelopment of the Site and not for speculation in landholding. The Developer further recognizes that, in view of:

(a) The importance of the redevelopment of the Site to the general welfare of the community; and

(b) The fact that a change in ownership or control of the Developer, or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in ownership or with respect to the identity of the parties in control of the Developer or the degree thereof, is for practical purposes a transfer or disposition of the Site; and

(c) The fact that the Site is not to be leased (except in connection with the rental of the Residential Area and the Commercial Area) or used for speculation, but only used for development and operation by the Developer in accordance with this Agreement; and

(d) The importance to the Board and the community of the standards for the development and the use, operation and maintenance of the Site and the subsequent rental of the Residential Area and the Commercial Area;

that the qualifications and identity of the Developer are of particular concern to the community and the Board. The Developer further recognizes that it is because of such qualifications and identity that the Board is entering into this Agreement with the Developer. No voluntary or involuntary successor-in-interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

2. In light of the foregoing, and except as otherwise provided in this **Section 107**, the Developer, without the prior written approval of the Board, which approval may be given or withheld in the Board's sole discretion, shall not (i) assign or delegate all or any part of its rights and obligations under this Agreement; or (ii) effect any transaction which would result in any person or entity other than General Partner or its affiliate being the general partner of Developer.

3. This Agreement may be terminated by the Board pursuant to **Section 510** if there is any voluntary or involuntary assignment or transfer described in Subsection 1(b) above (of this **Section 107**) prior to the Close of Escrow where the Board's approval is required but has not been obtained.

4. The Developer shall promptly notify the Board of any and all changes whatsoever in the identity or degree of direct and indirect ownership of Developer and its members, partners or shareholders, of which it or any of its members, partners or shareholders have been notified or otherwise have knowledge or information.

5. Absent an express signed written agreement between the parties to the contrary, no assignment of any of the rights or obligations of Developer under this Agreement shall result in a novation or in any other way release Developer from its obligations under this Agreement. No consent by the Board to any assignment by Developer shall constitute a consent to any other assignment or commit the Board to provide its consent to any future assignment.

6. For the avoidance of doubt, the applicable terms and conditions of the Ground Lease shall supersede the terms and conditions of this **Section 107** upon the execution of the Ground Lease. In the event of any conflict or inconsistency between the terms of the Ground Lease and the terms of this Agreement after the Close of Escrow, the terms of the Ground Lease shall control.

**F. [§ 108] Schedule of Performance.**

Developer and Board shall each use commercially reasonable efforts to satisfy the conditions to Closing and shall each perform its obligations under this Agreement in accordance with the "**Schedule of Performance**" attached hereto as **Exhibit F** and incorporated herein.

The parties desire to execute the Ground Lease upon satisfaction of the conditions to Close of Escrow in **Section 205**.

II. [§ 200] **SITE DISPOSITION.**

A. [§ 201] **Lease of Site.**

1. The Board agrees to lease to Developer the Site, excepting therefrom the Trolley Viaduct Reserved Rights, the Transit Parking Facilities, the Transit Parking Reserved Rights, a reciprocal access right between the Affirmed Land and the Greystar Land, and future easements for the construction of and access between the Alvarado Creek Flood Control Project and the Transit Center (described in **Exhibit G**) reserved by the Board pursuant to the Ground Lease, and Developer will ground lease the Premises from the Board, for development of the Project in accordance with the Ground Lease. The ground lease interest in the Site (subject to the reserved rights or easements) is referred to herein as the “**Premises**”.

2. The form of “**Ground Lease**” is attached hereto as **Exhibit H**. The Commencement Date of the Ground Lease shall be the date that escrow closes and the Memorandum of Lease for the Ground Lease in the form attached to the Ground Lease (“**Memorandum of Lease**”) is recorded (“**Close of Escrow**”). The anticipated date for Close of Escrow is set forth on **Exhibit F** provided that the outside date scheduled for Close of Escrow (the “**Closing Date**”) shall be no later than July 15, 2021. The material terms of the Ground Lease are listed in **Exhibit I**. Before Close of Escrow, the Chief Executive Officer for the Board and the designated representative for Developer may agree to changes in the final Ground Lease document that do not materially alter the terms listed in **Exhibit I** or otherwise materially increase the obligations of the Board.

B. [§ 202] **Condition of the Site.**

1. **Condition of Title.**

(a) **Title/Survey.** Developer shall cause to be prepared (i) a current, effective commitment for title insurance (the “**Title Commitment**”) issued by First American Title Insurance Company (“**Title Company**”), accompanied by true, complete, and legible copies of all documents referred to in the Title Commitment as exceptions and (ii) a current ALTA-NSPS Land Title Survey of the Premises (the “**Survey**”). Developer shall determine whether the Board’s title to the Premises is satisfactory to Developer. Developer may negotiate with the Title Company or the surveyor who prepared the Survey in order to cause them to modify the Title Commitment or the Survey, as applicable, to reflect only those exceptions to title that are acceptable to Buyer (collectively, the “**Permitted Title Exceptions**”), and to commit to provide endorsements to the leasehold title policy.

(b) **Future Easements.** The parties shall cooperate reasonably regarding the grant of non-exclusive easements for:

(1) Utility and access purposes as may be required by the City or public utility to extend utility service to the Project or the Transit

Center and such other future easements which might be necessary or desirable for the operation of the Project or the Transit Center;

(2) Construction and maintenance of a future City of San Diego flood control project (Alvarado Creek Project) on the portions of the Premises that are outside of the Project footprint; and

(3) Public access purposes between the future City of San Diego Alvarado Creek Project and the Transit Center.

Such cooperation shall continue after execution of the Ground Lease to the extent that all easements have not been determined as of the date of the execution of the Ground Lease.

(c) Elimination or Modification of Title Exceptions. Board agrees to reasonably cooperate and assist Developer in its investigations of the title exceptions and in the elimination of or modification to those title exceptions that interfere or may interfere with the development or use of the Project

2. Physical Condition. The Site and all improvements thereon shall be conveyed in an “as is” condition, with no warranty, express or implied by the Board as to the condition of the soil (or water), its geology, or the presence of known or unknown faults or as to the condition of the improvements. It shall be the sole responsibility of the Developer, at the Developer’s expense, to investigate and determine the soil (and water) condition of the Site (including improvements) and the suitability of the Site (including improvements) for the development to be constructed by the Developer. If the soil (or water) condition of the Site (including improvements), or any part thereof, is not in all respects entirely suitable for the use or uses to which the Site and improvements will be put, then it is the sole responsibility and obligation of the Developer to take such action as may be necessary to place the Site and the soil (and water) condition thereof (including improvements) in all respects in a condition entirely suitable for the development of the Site.

3. Lot Line Adjustment. Developer and Affirmed, at their sole expense, shall use their commercially reasonable efforts to obtain the Lot Line Adjustment with the cooperation of the Board, at no cost to the Board, including without limitation payment of all City fees and the posting of all required bonds. The parties shall cooperate reasonably to cause the application for the Lot Line Adjustment (and any other documentation relating thereto) to be executed by all necessary parties (including the Board), submitted to the City Council for approval, and filed in the Office of the County Recorder of San Diego County at least three (3) Business Days before the Closing Date.

**C. [§ 203] Delivery of Completed Documents.**

Prior to the Closing Date, the Board and the Developer shall complete, execute, acknowledge (if required for recordation) and deliver into escrow the following documents:

1. The Ground Lease (in the form attached hereto as **Exhibit H**);

2. The Memorandum of Lease (in the form attached to the Ground Lease);
3. All documents required for construction financing of the Project by Developer and approved by Board pursuant to Section 212 below (“Developer Construction Loan”);
4. The Assignment of Construction Contract, subordinate to the rights of any construction lenders; and
5. Any other documents necessary for the disposition of the Site as contemplated in this Agreement.

**D. [§ 204] Closing.**

Close of Escrow (also referred to herein as “**Closing**”) shall be deemed to have occurred upon recording of the Memorandum of Lease. At Closing, the leasehold interest in the Site shall be conveyed and possession of the Site shall be delivered to the Developer, and the Ground Lease shall commence.

**E. [§ 205] Conditions to Execution of the Ground Lease.**

Execution of the Ground Lease is subject to the following conditions:

1. Developer Certification. Developer shall certify in writing to the Board that:
  - (a) the Developer is ready, willing and able, in accordance with the terms and conditions of this Agreement, to perform in accordance with the Scope of Development;
  - (b) all conditions precedent to Closing of which the Developer is aware (including the delivery into escrow of documents to be deposited by Developer pursuant to **Section 203** hereof, the delivery to the Board of the documents and certifications to be deposited by Developer pursuant to **Section 212** hereof, and the performance of any other obligations of Developer as set forth in the Schedule of Performance which are scheduled to be performed before the Closing Date) have been fulfilled or waived by the party entitled to waive such condition;
  - (c) Developer has obtained the Lot Line Adjustment;
  - (d) The only condition to issuance by the City of all grading and building permits required for the development of the Project is the payment of applicable fees, and Developer will pay such fees and obtain all grading, building and other permits required for the development of the Project after Close of Escrow;

(e) Developer's construction financing for the Project is in a position to fund and will fund at Close of Escrow;

(f) Developer has approved the physical condition of the Site, including, but not limited to, all matters disclosed by the Title Commitment or the Survey pursuant to **Section 202**; and

(g) that to the best of the Developer's knowledge, (i) the Developer is not in violation of any order or decree of any court of competent jurisdiction or, any governmental agency having jurisdiction, which if determined adversely to the interest of Developer or its respective owners, members or partners, could materially adversely affect the Developer's ability to construct, develop, operate and maintain the Project as set forth in this Agreement, and (ii) there are no pending or threatened judicial or administrative proceedings, which, if determined adversely to the interests of the Developer or its respective owners, members or partners, could materially adversely affect the Developer's ability to construct, develop, operate and maintain the Project as set forth in this Agreement.

The Developer's certification shall include, if requested by the Board not later than ten (10) days after the delivery thereof; evidence reasonably satisfactory to the Board that all contracts and commitments required by this Agreement to be procured or entered into by Developer are in full force and effect as of the time of such certification, or will be in full force and effect concurrent with the Closing.

2. Condition of the Site. There shall have been no material adverse change in the physical condition of the Site following the date of execution of this Agreement.

3. Proposed New Utility Easements. Board shall have executed and recorded (or otherwise dedicated) all Proposed New Utility Easements.

4. Proposed Trolley Viaduct Reservation of Rights (further described in Exhibit G). Board shall have executed and recorded (or otherwise dedicated/reserved) all documents necessary as of Close of Escrow, as determined in Board's reasonable discretion, to preserve Board's right to construct, repair, maintain and operate the trolley guideway and related facilities through the Premises.

5. Proposed City of San Diego Flood Control Project Easements (further described in Exhibit G). To the extent a City of San Diego project for Alvarado Creek improvements has been initiated before the Close of Escrow, Board shall have executed and recorded (or otherwise dedicated or signed an intent to dedicate) all proposed easements or property transfers to accommodate the City of San Diego project all to the extent required by the City as of Close of Escrow, including any related easements for public access between the Alvarado Creek project area and the Transit Center.

6. The Leasehold Title Policy. Escrow Holder can procure the Leasehold Title Policy insuring title in conformity with **Section 208** of this Agreement.

7. Proceedings. No legal or administrative proceeding, or moratorium, referendum, or other challenge has occurred and remains outstanding that would adversely impact Developer's ability to construct and occupy the Project within the times set forth in the Performance Schedule shall have been filed.

8. Designated Plans. Board has approved the "Designated Plans" for the Project pursuant to **Section 304** or any modification which requires Board approval pursuant to **Section 305**.

9. Financing and Project Commitments. Developer shall have delivered to the Board all of the documents and certifications referred to in **Section 212** hereof, and the Board shall have issued all approvals required of the Board under **Section 212**.

10. Reimbursement of Costs of Board's Consultants. Developer shall have deposited into Escrow sums sufficient (in the reasonable determination of the Board) to reimburse the Board for the fees, costs and expenses of its outside consultants, outside counsel, and reimbursable staff time as described in **Section 213**.

11. Developer Performance. Prior to the Closing Date, the Board shall determine that (a) all conditions precedent to the Closing have been satisfied and performed, including without limitation, Developer's performance of any other obligations of Developer as set forth in this Agreement, including without limitation the Schedule of Performance or the Scope of Development, which are scheduled to be performed before the Closing Date; and (b) Developer has performed all of its material obligations under this Agreement and is not in material default under this Agreement.

12. Board Performance. Prior to the Closing Date, Developer shall determine that (a) all conditions precedent to the Closing have been satisfied and performed, including without limitation, the Board's performance of any other obligations of the Board as set forth in this Agreement, including without limitation the Schedule of Performance or the Scope of Development, which are scheduled to be performed before the Closing Date; and (b) Board has performed all of its material obligations under this Agreement and is not in material default under this Agreement.

13. Waiver of Conditions Precedent. The conditions precedent described in Subsections 2 and 12 of this **Section 205** are for the sole benefit of Developer, and Developer unilaterally may waive any or all of such conditions. The conditions precedent described in Subsections 1, 10 and 11 of this **Section 205** are for the sole benefit of the Board, and the Board unilaterally may waive any or all of such conditions. Except as otherwise expressly provided in this Agreement, any other conditions to execution described in this Agreement may be waived only by written notice from both Developer and the Board to Escrow Holder and each other. Subject to the terms of this Agreement, Developer and Board shall use their reasonable efforts to satisfy all conditions to execution in accordance with the Schedule of Performance.

**F. [§ 206] Escrow and Escrow Instructions.**

1. The Board agrees to open an escrow for the purposes of this Agreement with First American Title Insurance Company or such other escrow company or escrow department of a title insurance company as may be acceptable to both the Board and the Developer (the “**Escrow Holder**”). This Agreement, together with escrow instructions and any supplemental escrow instructions entered into by the parties consistent herewith (the “**Escrow Instructions**”), shall constitute the joint escrow instructions of the Board and the Developer with respect to the conveyance of the leasehold interest in the Site, and a duplicate original of all such documents shall be delivered to the Escrow Holder upon the opening of escrow.

2. The Board and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Holder hereby is empowered to act under this Agreement and, upon indicating its acceptance of the provisions of this Section in writing, delivered to the Board and to the Developer within five (5) days after the opening of the escrow, shall carry out its duties as Escrow Holder hereunder.

3. The Board shall not pay any fees, charges or costs in connection with the Closing; Developer shall pay all such expenses.

4. The Developer shall pay into escrow to the Escrow Holder the following fees, charges and costs promptly after the Escrow Holder has notified the Board of the amount of such fees, charges and costs prior to the Closing Date:

(a) All: (i) escrow fees, (ii) city or county transfer, conveyance or documentary taxes or fees, and (iii) recording and notary fees; and

(b) The premium for the Leasehold Policy referred to in **Section 208** below and any lender’s policy required in connection with the Developer’s Construction Loan.

5. The Escrow Holder is authorized to:

(a) Pay, and charge the Developer, for any fees, charges and costs payable under this Section to third parties. Before such payments are made, the Escrow Holder shall notify the Board and the Developer of such fees, charges and costs;

(b) Deliver the Ground Lease and other documents (including those referred to in **Section 203** hereof) to the parties entitled thereto when the conditions of the escrow have been fulfilled by the Board and the Developer;

(c) If not previously recorded, record the Proposed New Utility Easements, the Trolley Viaduct Reservation of Rights (if applicable), and the City of San Diego Alvarado Creek Project Easements, if any;



(d) Record the Memorandum of Lease and any instruments delivered through this escrow if necessary or proper to vest an enforceable leasehold interest in the Developer in accordance with the terms and provisions of this Agreement; and

(e) Do all things necessary and authorized to be done to fulfill this Agreement and the escrow instructions.

6. If the escrow is not in condition to permit the delivery of the Ground Lease, recordation of the documents listed in **Section 206(5)(c)** above (if not previously recorded), recordation of the Memorandum of Lease, and recordation of any documents in connection with any Developer Construction Loan by the Closing Date, either party who is not then in default hereunder may, in writing, terminate this Agreement as provided in **Sections 509** and **510** (including any cure period) and demand the return of its money, papers, documents, or real property. Thereupon all rights, liabilities, duties and obligations of the parties under this Agreement shall be determined as provided in **Sections 509-511** hereof. No termination or demand for return shall be recognized until ten (10) days after the Escrow Holder shall have mailed copies of such demand to the other party at the address of its principal place of business. Objections, if any, shall be raised by written notice to the Escrow Holder and to the other party within the 10-day period. If any objections are raised within the 10-day period, the Escrow Holder is authorized to hold all money, papers and documents until instructed by mutual agreement of the parties or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as the conditions contained in this Agreement concerning the conveyance of the leasehold interest in the Site have been satisfied.

7. The Escrow Holder shall not be obligated to return any such money, papers or documents except as provided in **Subsection 6** above, or upon the written instructions of both the Board and the Developer or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

8. Any amendment to the Escrow Instructions shall be in writing and signed by both the Board and the Developer. At the time of any amendment, the Escrow Holder shall agree to carry out its duties as Escrow Holder under such amendment.

9. All communications from the Escrow Holder to the Board or the Developer shall be directed to the addresses and in the manner established in **Section 601** of this Agreement for notices, demands and communications between the Board and the Developer.

10. The liability of the Escrow Holder under this Agreement is limited to performance of the obligations imposed upon it under this Agreement and the Escrow Instructions, and any supplemental escrow instructions delivered to and accepted by the Escrow Holder.

11. Each party hereto represents to the other that it has not authorized any broker or finder to act on its behalf in connection with this Agreement and that it has not dealt with any broker or finder purporting to act on behalf of any party. Each party hereto agrees to indemnify, defend and hold harmless the other party from and against any and all losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such party or on its behalf with any broker or finder in connection with this Agreement or the transaction contemplated hereby. Notwithstanding anything to the contrary contained herein, this section shall survive the Closing or any termination of this Agreement.

12.

**G. [§ 207] Deposit of Monies and Recordation of Documents.**

The parties hereto shall each deposit any monies required to close the escrow with the Escrow Holder prior to the Closing Date; provided that the Escrow Holder shall have notified the parties hereto in writing that the Ground Lease, the Memorandum of Lease and other documents referred to in **Section 203** hereof have been delivered to the Escrow Holder and that title is in the condition to be conveyed in conformity with the provisions of **Section 202** of this Agreement. The Escrow Holder shall cause the Title Company to deliver to the Developer a leasehold title insurance policy insuring title in conformity with **Section 208** of this Agreement, deliver to the parties fully executed duplicate originals of the Ground Lease, and record the Memorandum of Lease in the Official Records of the County Recorder for the County of San Diego. The Ground Lease shall not be recorded.

The parties agree to perform all acts necessary for recordation in sufficient time to close escrow in accordance with the provisions of this Agreement.

**H. [§ 208] Title Insurance.**

Concurrently with the recordation of the Memorandum of Lease and the delivery of the executed duplicate originals of the Ground Lease to the parties, Title Company or such other title insurance company approved by the Board and satisfactory to the Developer shall provide and deliver to the Developer a title insurance policy insuring that the leasehold title in the Site is vested in the Developer subject only to the Permitted Title Exceptions and all standard exceptions and exclusions from coverage set forth in the form of title policy ("**Leasehold Title Policy**"). The Leasehold Title Policy shall be in such amount as the Developer and the Title Company may agree. At Developer's option and sole cost, and provided that the Closing is not thereby delayed, Developer may obtain an ALTA extended coverage leasehold owners policy of title insurance, subject only to the Approved Title Exceptions and such exceptions and other matters as are revealed by or result from the ALTA survey. The Title Company shall provide the Board with a copy of the Leasehold Policy.

**I. [§ 209] Taxes and Assessments.**

Ad valorem taxes and assessments, if any, levied, assessed or imposed on the Site during any period prior to the Commencement Date of the Ground Lease shall be borne by the Board. Ad valorem taxes and assessments (including possessory interest taxes), if any, levied, assessed or imposed on the Site during any period commencing after the Commencement Date of the Ground Lease shall be borne by the Developer, pursuant to the Ground Lease.

**J. [§ 210] Occupants of the Site.**

The Site shall be conveyed free of any possession or right of possession except that of the Developer, subject to the rights of the Board pursuant to the Trolley Guideway Easement, the Transit Parking Easement, and the rights of access to the Affirmed Land.

**K. [§ 211] Required Land Use Approvals.**

Developer, at its sole cost and expense, shall use its commercially reasonable efforts to obtain all approvals, permits and authorizations from governmental and quasi-governmental agencies and other parties required for the development of the Project, including without limitation the approvals listed in **Exhibit J** attached hereto (the “**Required Land Use Approvals**”). Developer’s rights and obligations to lease the Site pursuant to this Agreement shall be subject to, and conditioned, upon, the Developer’s obtaining all the Required Land Use Approvals.

**L. [§ 212] Submission of Evidence of Financing and Project Commitments.**

The Developer shall report regularly as requested by the Board (but at least every three (3) months) on its progress in obtaining financing for the development on the Site. The reports may be oral, or shall be in writing if requested by the Board. The reports shall explain in reasonable detail the sources and methods of financing sought, the status of obtaining the financing and the issues, if any, which must be resolved, and the pre-leasing activity which is required or has been achieved. The information in the reports shall remain confidential to the extent permitted by law, recognizing without limitation that they are subject to review by responsible officials, employees and contractors of the Board.

Not later than the times specified therefor in the Schedule of Performance, the Developer shall submit to the Board for approval, which approval shall not be unreasonably withheld, the following:

1. A current certified financial statement or other financial statements or forms of financial confirmation, in such form reasonably satisfactory to the Board, evidencing the sources of capital sufficient to demonstrate that the Developer has adequate funds and is committing such funds to cover the construction costs and other costs the Developer is expected to incur in fulfilling the obligations of this Agreement (“**Project Commitments**”).

2. Evidence satisfactory to the Board that the Developer has obtained the financing necessary for the ground lease and development of the Project in accordance with this Agreement. Such evidence of financing shall include the following, certified by the Developer to be true and correct copies thereof (collectively, “**Evidence of Financing**”):

(a) A copy of the term sheet describing the details of the terms and conditions of the mortgage loan or loans obtained by the Developer (both for interim construction financing and take out financing if a condition of funding the construction loan) to assist in financing the construction of the Project; and

(b) Evidence satisfactory to the Board of sources of equity capital sufficient to demonstrate that the Developer has adequate funds legally committed to cover the difference, if any, between construction cost minus financing authorized by mortgage loans, and evidence of Developer’s financial ability to meet normally anticipated cost over-runs.

3. Evidence satisfactory to the Board that Developer has obtained, in form and substance acceptable to the Board, all permits, approvals and authorizations of any type required for the design, development, construction, use and operation of the Project, other than grading and building permits and those inspections, certificates of occupancy and other approvals that are only available after construction has commenced or been completed.

4. Evidence satisfactory to the Board that Developer has obtained, in form and substance acceptable to the Board, all easements, encroachment agreements, licenses and other off-site rights required for the development, construction, use and operation of the Project.

It is the purpose of this procedure to ensure to the satisfaction of the Board that the leasehold interest in the Site will not be conveyed unless and until Developer demonstrates that it has sufficient financing and development commitments to commence and complete the construction of all of the improvements to be constructed pursuant to this Agreement. Prior to the close of escrow, the Developer shall provide or cause to be provided to the Board any additional evidence reasonably required by the Board to establish that all items required under this Section are current and in full force and effect.

The Board shall approve all evidence, contracts and commitments required under this Section within the time established therefor in the Schedule of Performance except as otherwise set forth in this Section. Such approval shall not be unreasonably withheld. Any disapproval shall be given in writing with the specific reasons therefor. In the event the Board shall disapprove any evidence, contracts or commitments required under this Section, the Developer may revise and resubmit the same within thirty (30) days of receipt of the Board’s written disapproval.

**M. [§ 213] Reimbursements by Developer.**

Developer shall reimburse the Board for the fees, costs and expenses of its outside consultants related to the Project and this Agreement. An estimated budget for the Board's outside consultant costs is attached as **Exhibit K**. This estimate is only for budgeting purposes and shall not be considered a cap or limit on the amount of Board's reimbursable expenses. As soon as practicable after determining that expenses are anticipated to exceed the estimate in Exhibit K, Board shall advise Developer and provide documentation for the basis of and need for the additional expenditures. This obligation shall survive the Close of Escrow or the termination of this Agreement. Developer shall deposit with Escrow Holder on or before the Closing Date sums sufficient (in an amount reasonably documented and, to the extent not already incurred, reasonably estimated by the Board) to reimburse the Board for such fees, costs and expenses, which sums shall be paid to Board through Escrow at Close of Escrow. After Close of Escrow, if Board determines that the amount deposited was not sufficient to cover the costs described above, Developer shall reimburse the Board for such additional costs within thirty (30) days of the Board's written request together with reasonable evidence of such charges and payment. If after payment of such fees, costs and expenses, any balance of such deposits remains, such balance shall be refunded promptly to the Developer together with reasonable evidence of such charges and payment. The Board shall not have authority to impose additional costs, expenses or reimbursement obligations on Developer except as expressly set forth herein.

**III. [§ 300] DEVELOPMENT OF SITE.**

**A. [§ 301] Development of Site.**

**1. [§ 302] Scope of Development.**

The Developer shall develop the Site with the Project as provided in the Scope of Development.

**2. [§ 303] No Approved Drawings and Plans.** No final plans or drawings have been submitted or approved by the Board as of the date hereof. The Chief Executive Officer of the Board is authorized to approve all plans, drawings and other design elements for the Project as described hereinbelow on behalf of Board.

**3. [§ 304] Construction Plans, Drawings and Related Documents.**

(a) The Developer shall prepare and submit to the Chief Executive Officer of the Board for architectural and site planning review and written approval the construction plans, drawings and related documents defined in the Scope of Development as the "**Designated Plans**" at the times established in the Schedule of Performance, subject to extensions as are authorized herein or as mutually agreed to by the parties hereto. Developer shall also promptly provide Board upon request, for the Board's information (not approval), copies of all other plans, drawings and related documents for the development of the Site, including any proposed changes therein.

(b) Board staff and the Developer shall hold regular progress meetings to coordinate review of the Designated Plans and related documents by the Board. The Board and Developer shall communicate and consult informally as frequently as is necessary to ensure that the Designated Plans receive prompt and speedy consideration by the Chief Executive Officer of the Board.

(c) If any revisions or corrections of plans approved by the Board shall be required by any government official, agency, department or bureau having jurisdiction, or any lending institution involved in financing, the Developer and the Board shall cooperate in efforts to obtain a waiver of such requirements or to develop a mutually acceptable and commercially reasonable alternative.

4. **§ 305] Board Approval of Plans, Drawings and Related Documents.**

Board shall have the right of review (including, but not limited to, architectural review) and approval of the Designated Plans, including any proposed changes therein. Board shall not unreasonably withhold approval of the Designated Plans.

The Developer has retained Van Tilburg, Banvard & Soderbergh, AIA as the architect for the Project through construction completion, provided, however, that Developer may retain a substitute or additional architect if Board approves in writing, such approval not to be unreasonably withheld, in advance of any substitution occurring prior to Close of Escrow.

(a) Approval of Designated Plans. The Board shall approve, conditionally approve, or disapprove the Designated Plans within the times established in the Schedule of Performance. Any disapproval shall state in writing the reasons for disapproval and the steps which must be taken to achieve such approval. The Developer, upon receipt of a disapproval, shall revise such portions of the plans, drawings or related documents in a manner that satisfies the reasons for disapproval, and shall resubmit such revised portions to the Board as soon as possible after receipt of the notice of disapproval, but in no event more than fifteen (15) calendar days after receipt of the notice of disapproval. The Board shall approve or disapprove such revised portions in the same manner and as soon as possible after receipt of such revised portion, but in no event more than fifteen (15) calendar days after receipt thereof.

(b) Approval of Changes to the Designated Plans. Once the Designated Plans have been approved by the Board, the following changes shall be presented to the Chief Executive of the Board for approval (1) changes to the residential unit count or makeup; (2) changes that reduce either the number or location of disabled parking spaces or the total number of parking spaces in the Transit Parking Facilities; (3) materially change the size, location or access points for the Transit Parking Facilities; (4) changes the exterior appearance of the Project buildings; (5) changes to the exterior landscaping plan for the Project; (5) changes to the Project's interior access roads or pedestrian pathways; (6) or other material changes to the scope of the Development. The Chief Executive of the

Board shall approve, conditionally approve, or disapprove any proposed changes to the Designated Plans as soon as possible after receipt of the notice of proposed change, but in no event more than fifteen (15) calendar days after receipt thereof. Any disapproval shall be handled in the same process set forth in **Section 305(4)(a)** above.

(c) The Board neither undertakes nor assumes nor shall it have any responsibility or duty to Developer or to any third party to review, inspect, supervise, pass judgment upon or inform Developer or any third party of any matter in connection with the development or construction of the Project, whether with respect to the quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to the Project, any person furnishing the same or otherwise. Developer and all third parties shall rely upon its or their own judgment with respect to such matters, neither Developer nor any third party is entitled to rely on any review, inspection, supervision, exercise of judgment or information supplied to the Developer or to any third party by the Board in connection with this Agreement.

The parties shall prepare and attach to the Ground Lease at Closing a schedule describing the plans, drawings, and related documents which have been approved by the Board.

5. **[§ 306] Cost of Construction.**

The entire cost of constructing the Project on the Site shall be borne by the Developer. The Board and the Developer shall each pay the costs necessary to administer and carry out their respective responsibilities and obligations under this Agreement.

6. **[§ 307] Indemnification.**

To the fullest extent permitted by law, the Developer shall indemnify, protect, defend and hold harmless the Board and its officers, employees and agents, from and against all liability, loss, damage, costs, or expenses of any kind (including court costs and attorneys' fees) arising from or as a result of: (a) any and all challenges to the Project or the related entitlements; and (b) any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur on or adjacent to the Greystar Land prior to the completion of the Project and which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of the Developer, its agents, employees and contractors, or any of them, including but not limited to, claims of negligent or defective design or construction before Close of Escrow or termination of this Agreement, regardless of whether any such liability, loss, damage, costs, or expense occurs before or after Close of Escrow or termination of this Agreement. These indemnity obligations shall survive the expiration or termination of this Agreement. Developer's obligations under this Section exclude claims, losses or liability which is due to the sole negligence, willful misconduct, or violation of law by the Board or its officers, employees and agents.

7. **[§ 308] Local, State, and Federal Laws.**

The Developer shall comply with all applicable laws, including all applicable federal and state labor standards.

8. **[§ 309] City and Other Governmental Board Permits.**

Before commencement of any work or improvement upon the Greystar Land, the Developer shall secure or shall cause to be secured, any and all permits, approvals or certificates which may be required by the Board, the City or any other governmental agency with jurisdiction over the Greystar Land or over the construction, development or work contemplated under this Agreement. The Board shall cooperate with Developer and provide all proper assistance to the Developer in securing these permits and certificates and any other approvals required for the Project in order to meet the time periods set forth in the Schedule of Performance; provided that the Board shall not be required to incur any expense in connection with providing any such assistance.

9. **[§ 310] Taxes, Assessments, Encumbrances and Liens.**

The Developer shall not place or allow to be placed on the Greystar Land, or any portion thereof, any mortgage, trust deed, or similar encumbrance or lien and the Developer shall remove, or shall have removed, any levy or attachment made on the Greystar Land, or any portion thereof, or shall assure the satisfaction thereof within a reasonable time. Nothing herein contained shall be deemed to prohibit the Developer from contesting the validity or amounts of any encumbrance or lien, nor to limit the remedies available to the Developer with respect thereto, provided such contest does not subject the Greystar Land, or any portion thereof, to forfeiture or sale.

**B. [§ 311] Sale of Developer's Interest in the Project.**

Except as otherwise expressly provided in this Agreement, the Developer shall not under any circumstances be entitled to assign this Agreement or any of the rights herein, without the prior written consent of the Board, which may be granted or withheld in the reasonable discretion of Board.

If, contrary to the provisions of this Agreement, the Developer does assign this Agreement or any of the rights herein, or any change in the ownership or control of Developer in violation of **Section 107** occurs, in addition to all other legal and equitable remedies the Board may be entitled to, the Board shall be entitled to recover from Developer the total consideration received by Developer for such sale, transfer, conveyance or assignment. Said consideration shall belong and be paid immediately to the Board. Notwithstanding anything to the contrary contained herein, in the event of any conflict or inconsistency between the terms of the Ground Lease and the terms of this Agreement after the Close of Escrow, the terms of the Ground Lease shall control.



IV. **[\S 400]USE OF THE GREYSTAR LAND.**

A. **[\S 401] Inspection of the Greystar Land.**

1. Developer has fully and independently inspected and assessed the condition of the Greystar Land and any other information deemed pertinent by Developer to its ground lease, use or development of the Greystar Land (including any title, survey, permits, approvals, laws, statutes, rules, ordinances and other governmental regulations or requirements applicable to the Greystar Land), and has approved the same in its sole discretion. Before the Close of Escrow, Developer shall have the continuing right to physically inspect, and to cause one or more engineers or other representatives of Developer to physically inspect, the Greystar Land without interfering with the Board's operation of the Greystar Land. Developer shall make such inspections in good faith and with due diligence. All inspection fees, appraisal fees, engineering fees and other expenses of any kind incurred by Developer relating to the inspection of the Greystar Land will be solely at Developer's expense. The Board shall cooperate reasonably with Developer in providing access to the Greystar Land for such inspections. The Board hereby reserves the right to have a representative present when Developer conducts any inspection of the Greystar Land. Prior to and as a condition to Developer making each physical inspection of the Greystar Land, Developer shall provide the Board with all of the following items reasonably in advance of such inspection (but in any case at least one (1) Business Day (defined in **Section 610** below) before such inspection): (a) reasonably detailed written notice of the proposed date, time and nature of such inspection, (b) evidence in a form reasonably acceptable to the Board that Developer has obtained and will maintain in force and effect insurance that is, in the Board's judgment, appropriate to cover any risks related to such inspection, and (c) evidence in a form reasonably acceptable to the Board that Developer has obtained all permits or other governmental approvals required for such inspection.

2. Developer shall indemnify, protect, defend (with counsel approved by the Board) and hold harmless the Board, its contractors and employees from and against any and all injuries, losses, liens, claims, judgments, liabilities, costs, expenses and damages (including reasonable attorneys' fees and court costs) sustained by or threatened which result from or arise out of any inspections of the Greystar Land or any other entry onto the Greystar Land by Developer, its contractors, employees, agents or representatives, however caused. Notwithstanding any provision herein to the contrary, the indemnity contained in the preceding sentence shall survive the Execution of the Amended and Restated Agreement or the earlier termination of this Agreement.

3. Developer shall deliver to the Board, within five (5) Business Days after a request, copies of all studies, reports and similar information, including all supplements, addenda and updates of such information, regarding the physical condition of the Greystar Land (e.g., soils, geotechnical, hydrological, and environmental reports, studies, assessments and tests) obtained by Developer.

**B. [§ 402] Hazardous Substances.**

1. Developer shall not, without the Board's prior written consent, use, store, generate, dispose or otherwise allow any "**Hazardous Substances**" (as defined below) onto the Greystar Land.

2. Developer shall comply with all rules, laws and regulations relating to Hazardous Substances which Developer uses, stores or allows on the Greystar Land.

3. Developer shall not cause the unlawful release, deposit, discharge or disposal of any Hazardous Substances on or around the Greystar Land or permit the unlawful release, deposit, discharge or disposal of any Hazardous Substances on the Greystar Land.

4. Except for bioretention tanks installed in accordance with applicable laws, no above or underground storage tanks shall be installed or maintained on the Greystar Land without Board's prior express written approval.

5. Developer shall be responsible for posting on the Greystar Land any signs required by any state, federal or local law, including, without limitation, Section 25249.6 of the California HEALTH AND SAFETY CODE and regulations promulgated pursuant thereto. Developer shall also complete and file any business response plans or inventories required by any state, federal or local law, including, without limitation, Chapter 695 of the California HEALTH AND SAFETY CODE and regulations promulgated pursuant thereto. Developer shall concurrently file a copy of any such business response plan or inventory with Board.

6. Developer shall defend, indemnify and hold harmless the Board and its officers, employees, and agents from any claims, liability, injury, damage, costs or expenses (including without limitation, attorneys' fees and the cost of any cleanup, testing, remediation, removal or disposal of Hazardous Substances) relating to or arising out of any Hazardous Substances released, deposited, discharged or disposed onto, under or around the Greystar Land by Developer, its contractors, employees or agents, or arising as a result of Developer's violation of the provisions of this Section. The obligations of this paragraph shall survive the expiration or termination of this Agreement.

7. Developer hereby releases the Board and its officers and employees from any claims, liability, injury, damage, costs or expenses (including without limitation, attorneys' fees and the cost of any cleanup, testing, remediation, removal or disposal of Hazardous Substances) relating to or arising out of any Hazardous Substances released, deposited, discharged or disposed onto, under or around the Greystar Land; provided, however, that this release shall not apply to any Hazardous Substances released, deposited, discharged or disposed onto, under or around the Greystar Land solely by Board or its officers or employees after the Close of Escrow. Developer agrees as to the matters released to waive the benefits of Section 1542 of the CIVIL CODE of the State of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

\_\_\_\_\_  
Developer's Initials

\_\_\_\_\_  
Board's Initials

The obligations of this paragraph shall survive the expiration or termination of this Agreement.

8. The term "**Hazardous Substances**", when used in this Agreement, shall mean any hazardous waste or hazardous substance as defined in any federal, state, or local statute, ordinance, rule, or regulation applicable to the property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (Title 42 United States Code 9601-9662), the Resource Conservation and Recovery Act (Title 42 United States Code 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code 25300-25395), and the Hazardous Waste Control Law (California Health and Safety Code 25100-25250.25). "Hazardous Substances" shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule, or regulation.

**C. [§ 403] Obligation to Refrain from Discrimination.**

There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, ancestry, national origin, religion, disability (mental or physical), sex, gender, sexual orientation, gender identity, gender expression, genetic information, marital status, familial status, or source of income, in connection with the construction of the Project or in the lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, or any part thereof, nor shall the Developer itself or any person claiming under or through the Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, or sublessees of the Site.

**D. [§ 404] Effect and Duration of Covenants.**

1. The covenants established herein shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Board, its successors and assigns, and any successor in interest to the Site or any part thereof.

2. The covenants contained in this Agreement shall remain in effect as follows:

(a) All indemnity and release obligations shall survive the termination of this Agreement.

(b) The obligations of Developer under Subsection (3) of Section 401 shall survive the termination of this Agreement.

(c) All other covenants in this Agreement shall terminate upon the Close of Escrow.

3. The duties and obligations of the Lessee under the Ground Lease are separate and independent from the duties and obligations of the Developer under this Agreement, and a breach by the Developer under this Agreement shall not be deemed a breach under the Ground Lease. No (i) Transferee (as that term is defined in the Ground Lease) of the Lessee's interest under the Ground Lease, (ii) Permitted Mortgagee (as defined in the Ground Lease), (iii) tenant under a new lease or its subsequent assignees, or (iv) a foreclosing Permitted Mortgagee or its subsequent assignees, shall be responsible for any of the obligation of the Developer under this Agreement and no such party described in (i)-(iv) above shall be considered a "successor or assign" under this Agreement.

**E. [§ 405] Effect of Violation of the Terms and Provisions of this Agreement.**

The Board shall have the right in the event of any breach of the terms and provisions of this Agreement, to exercise all rights and remedies available at law, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches.

**V. [§ 500] DEFAULTS, REMEDIES AND TERMINATION.**

**A. [§ 501] Defaults – General; Notice.**

A failure or delay by any party to perform any term or provision of this Agreement shall constitute a default under this Agreement. The non-defaulting party shall give written notice of default to the defaulting party, specifying the default complained of and the actions required to cure the default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default. A party shall be deemed in material default of this Agreement, and the party not in default shall have the remedies described below, if either: (1) a monetary default is not cured within ten (10) days after service of the notice of default; or (2) a non-monetary default is not cured within thirty (30) days after service of the notice of default; or (3) a non-monetary default which cannot reasonably be cured within thirty (30) days is not (a) commenced to be cured within thirty (30) days after service of the notice of default, (b) pursued diligently, and (c) cured promptly within a reasonable period of time after commencement of the cure.

Any failures or delays by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies, or deprive a party of its right to institute and maintain any actions or proceedings which are allowed by this Agreement.

**B. [§ 502] Legal Actions.**

1. [§ 503] **Institution of Legal Actions.**

Any legal actions must be instituted in the Superior Court of the County of San Diego, State of California, in any other appropriate court in that County, or in the Federal District Court for the Southern District of California.

2. [§ 504] **Applicable Law.**

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

3. [§ 505] **Acceptance of Service of Process.**

In the event that any legal action is commenced by the Board against the Developer, service of process on the Developer shall be made by personal service, or in such manner as may be provided by law, and shall be valid whether made within or without the State of California.

**C. [§ 506] Rights and Remedies are Cumulative.**

Except with respect to rights and remedies which are expressly declared to be exclusive in this Agreement, the rights and remedies of any non-defaulting party are cumulative and the exercise of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the defaulting party.

**D. [§ 507] Damages; Specific Performance.**

If a party defaults with regard to any of the provisions of this Agreement, after notice and opportunity to cure as provided in **Section 501** above; the defaulting party shall, except as otherwise expressly provided in this Agreement, be liable to the other party for damages caused by such default, and the non-defaulting party, at its option, may institute an action for specific performance of the terms of this Agreement, or exercise any other remedy or remedies which it may be entitled to.

**E. [§ 508] Remedies and Rights of Termination.**

1. [§ 509] **Termination by Developer.**

In addition to any other termination rights of Developer set forth in this Agreement, the Developer may terminate this Agreement, so long as the Ground Lease has been executed, if:

- (a) any of the conditions to Close of Escrow in **Section 205** for Developer's benefit are not satisfied or waived by Developer; or

(b) the Board fails to execute and deliver the Ground Lease or fails to perform any of its other obligations under this Agreement (including any Attachment to this Agreement) within the time established therefor herein or in the Schedule of Performance.

2. **[§ 510] Termination by Board.**

In addition to any other termination rights of the Board set forth in this Agreement, but subject to the notice and cure provisions of **Section 501**, the Board at its option may terminate this Agreement, so long as the Ground Lease has not been executed, if:

(a) the Developer assigns or attempts to assign this Agreement, or any rights herein, or makes or attempts to make any total or partial sale, transfer or conveyance of the whole or any part of Developer's leasehold interest in the Site or the improvements thereon, except as permitted by this Agreement or the Ground Lease (after execution of the Ground Lease); or

(b) there is change in the ownership of the Developer, or with respect to the identity of the parties in control of the Developer, or the degree thereof contrary to the provisions of **Section 107** hereof except as permitted by the Ground Lease; or

(c) the Developer fails to diligently pursue or to obtain and submit to the Board the Evidence of Financing and Project Commitments described in **Section 212** of this Agreement within the time established therefor in the Schedule of Performance and such failure is not cured within thirty (30) days following receipt of written notice thereof; or

(d) the Developer fails to execute and deliver the Ground Lease within the time established therefor in the Schedule of Performance and such failure is not cured within thirty (30) days following receipt of written notice thereof; or

(e) the Developer fails to perform any of its other obligations under this Agreement (including any Attachment to this Agreement) within the time established therefor herein or in the Schedule of Performance and such failure is not cured within thirty (30) days following receipt of written notice thereof; or

(f) any of the conditions to Close of Escrow in **Section 205** for the Board's benefit are not satisfied or waived by the Board; or

(g) the Developer fails to timely pay or reimburse the Board for any costs or expenses incurred by the Board with respect to the Site which are to be borne by the Developer under this Agreement; or

(h) the Developer fails to perform all of Developer's indemnity obligations to Board under this Agreement, including, but not limited to, those set forth in **Sections 307, 401, and 402.**

3. **[§ 511] Effect of Termination.**

(a) No expiration or termination of this Agreement shall affect Developer's indemnity obligations to the Board under this Agreement, including, but not limited to, those set forth in **Sections 307, 401, and 402**. The obligations of Developer under Subsection (3) of **Section 401** and Developer's release under Subsection 7 of **Section 402** shall survive the termination of this Agreement.

(b) The deposits and payments made by the Developer under the ENA, this Agreement or separate agreement to reimburse the Board for the fees, costs and expenses of the Board's outside consultants, attorneys and reimbursable staff time shall be retained by the Board until the total amount of such fees, costs and expenses is determined and paid. Any balance of such deposits remaining (after payment of such fees, costs and expenses) shall be refunded promptly to the Developer.

VI. **[§ 600] GENERAL PROVISIONS.**

A. **[§ 601] Notices, Demands, and Communications Between the Parties.**

Unless otherwise specifically provided herein, all formal notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery, or by Federal Express (or similar reputable express delivery service), or by email transmission with verification of receipt and back-up copy mailed the same day, or as of the second Business Day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

For the Board: Chief Executive Officer  
Metropolitan Transit Development Board  
1255 Imperial Avenue, Suite 1000  
San Diego, California 92101-7490  
Email: paul.jablonski@sdmts.com

with a copy to:

General Counsel  
Metropolitan Transit Development Board  
1255 Imperial Avenue, Suite 1000  
San Diego, California 92101-7490  
Email: karen.landiers@sdmts.com

and

Manager of Real Estate Assets  
Metropolitan Transit Development Board  
1255 Imperial Avenue, Suite 1000  
San Diego, California 92101-7490  
Email: tim.allison@sdmts.com

For the Developer: Grantville Trolley, L.P.  
444 South Cedros Avenue, Suite 172  
Solana Beach, California 92075  
Attn: Jerry Brand  
Email: jbrand@greystar.com

with a copy to:

Greystar Real Estate  
750 Bering Drive, Suite 200  
Houston, Texas 77057  
Attn: Cliff Nash  
Email: cnash@greystar.com

and:

Katten Muchin Rosenman LLP  
Attn: David P. Cohen, Esq.  
2029 Century Park East, Suite 2600  
Los Angeles, California 90067-3012  
Email: david.cohen@kattenlaw.com

Addresses for notice may be changed by written notice sent in the manner provided above.

**B.    [§ 602]           Conflicts of Interest.**

No member, official or employee of the Board shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he, or she is, directly or indirectly, interested.

**C.    [§ 603]           Warranty Against Payment of Consideration for Agreement.**

The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

**D.    [§ 604]           Nonliability of Board Officials and Employees.**

No member, official, or employee of the Board shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the Board or for any amount



which may become due to the Developer or to its successor, or on any obligations under the terms of this Agreement.

**E.     [§ 605]           Enforced Delay; Extension of Time of Performance.**

In addition to specific provisions of this Agreement, delays in performance (other than the payment of money) by either party hereunder shall not be deemed to be a default where and to the extent that such delays in performance are due to war; insurrection; strikes or lock-outs (except strikes or lockouts caused by a labor dispute between Developer, its agents or contractors and the labor force under strike or lockout conditions); riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts of terrorism; epidemics, quarantine restrictions; freight embargoes; lack of transportation (which could not have been avoided with reasonable diligence and planning by Developer); governmental restrictions or priority; litigation directly impacting Developer's ability to proceed with Project; unusually severe weather; inability to secure necessary labor, materials or tools (which could not have been avoided with reasonable diligence and planning by Developer); acts of the other party; or any other causes beyond the control (and without the fault) of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if the party claiming such extension sends notice to the other party within thirty (30) days of knowledge of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the Board and the Developer.

**F.     [§ 606]           Inspection of Books and Records.**

The Board has the right at all reasonable times to inspect the books and records of the Developer pertaining to the Site and the Project as pertinent to the purposes of this Agreement.

**G.     [§ 607]           Approvals.**

Unless otherwise expressly provided herein, approvals required of the Board or the Developer shall not be unreasonably withheld and approval or disapproval shall be given within the time set forth in the Schedule of Performance or, if no time is given, within a reasonable time. Unless otherwise expressly provided herein, the Chief Executive Officer of the Board or his/her designee shall have the authority to issue all approvals and disapprovals on behalf of the Board required or allowed hereunder.

**H.     [§ 608]           Severability.**

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**I. [§ 609] Gender, Number.**

Whenever the context requires, the use herein of (i) the neuter gender includes the masculine and the feminine, and (ii) the singular number includes the plural.

**J. [§ 610] Business Days.**

“**Business Day**” means a day that is not a Saturday, Sunday, MTS Administration or federal bank holiday. If the last day for performance of an act falls upon a day that is not a Business Day, such last day shall be the next following regular Business Day.

**K. [§ 611] Captions.**

Captions in this Agreement are inserted for convenience of reference and do not define, describe or limit the scope or intent of this Agreement or any of its terms.

**L. [§ 612] Entire Agreement.**

This Agreement, together with any other written document referred to herein, embodies the entire agreement and understanding between the parties regarding the subject matter hereof, and any and all prior or contemporaneous oral or written representations, agreements, understandings or statements shall be of no force and effect.

**M. [§ 613] Recitals; Exhibits.**

Any recitals set forth above and any attached exhibits are incorporated by reference into this Agreement.

**N. [§ 614] Authority of Signatories.**

Each signatory and party hereto hereby warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter into this Agreement, and that all resolutions and/or other actions have been taken so as to enable said signatory to enter into this Agreement.

**O. [§ 615] Modifications.**

No modification, waiver or discharge of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver or discharge is or may be sought. Any material amendments to this Agreement must be approved by the Board’s Board of Directors.

**P. [§ 616] Attorneys’ Fees and Legal Expenses.**

Should any party hereto institute any action or proceeding in court or any arbitration or similar proceeding to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Agreement or for any other judicial remedy, the prevailing

party(ies) shall be entitled to receive from the losing party(ies) all reasonable attorneys' fees and all court costs in connection with said proceedings.

**Q.    [§ 617]           Preparation of Agreement.**

No inference, assumption or presumption shall be drawn from the fact that a party or its attorney prepared or drafted this Agreement. It shall be conclusively presumed that both parties participated equally in the preparation and/or drafting of this Agreement.

**R.    [§ 618]           Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be original and all of which shall constitute one and the same document.

**S.    [§ 619]           Certificates.**

At any time and from time to time, each party (“**Responding Party**”) agrees to sign and deliver to the other party (“**Requesting Party**”) within ten (10) days after receipt of written request therefor a statement certifying that (a) this Agreement is unmodified and in full force and effect (or, if such is not the case, so stating and setting forth any modifications), (b) that, to the Responding Party’s knowledge, the Requesting Party is not in breach hereunder (or, if such is not the case, so stating and setting forth any alleged breaches), and (c) any other information reasonably related to the status of this Agreement. Such certification may be conclusively relied on by the Requesting Party, any equity investor of Developer, and any title insurance company insuring title to the Site.

**T.    [§ 620]           Successors and Assigns.**

Subject to the provisions of this Agreement restricting or prohibiting assignment, this Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties.

**U.    [§ 621]           Joint and Several Liability.**

If any party consists of more than one person or entity, the liability of each such person or entity signing this Agreement shall be joint and several.

**V.    [§ 622]           No Third Party Beneficiaries.**

This Agreement has been made and is made solely for the benefit of the Board and the Developer and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

VII. [§ 700] **Time for Acceptance of Agreement by Board.**

Execution and delivery of this Agreement by the Developer to the Board shall be considered an offer by Developer to enter into this Agreement. If this Agreement is not authorized, executed and delivered by the Board within seven (7) days after the date of signature by the Developer, the offer to enter into this Agreement may be terminated by the Developer on written notice to the Board. The effective date of this Agreement (the “**Effective Date**”) shall be the date this Agreement is fully executed by both Developer and the Board.

*[Signature page to follow.]*

IN WITNESS WHEREOF, Board and Developer have duly executed this Agreement as of the day and year first written above.

**“Board”**

**San Diego Metropolitan Transit Development Board**, a California public agency also known as the Metropolitan Transit System

By: \_\_\_\_\_  
Chief Executive Officer

APPROVED AS TO FORM

By: \_\_\_\_\_  
Karen Landers  
General Counsel

**“Developer”**

**GRANTVILLE TROLLEY, L.P.**,  
a California limited partnership

By: Greystar GP II, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of Grantville Property (Entire Parcel)**

**EXHIBIT B-1**

**Legal Description of Greystar Land**

**EXHIBIT B-1**

**Legal Description of Affirmed Land (Affirmed Parcel)**



**EXHIBIT B-3**

**Transit Center Parcel**

**EXHIBIT C**

**Site Map**

**EXHIBIT D**

**Scope of Development**

**EXHIBIT E**

**List of Designated Plans**

**EXHIBIT F**

**Schedule of Performance**

TASK/EVENT	TIME FOR PERFORMANCE
<b>1. Disposition and Development Agreement (DDA).</b> Parties shall execute the DDA	June 15, 2019
<b>2. Lot Line Adjustment.</b> Developer shall apply for Lot Line Adjustment.	Not later than three (3) Business Days before the Closing Date
<b>3. Project Commitments.</b> Developer shall submit evidence of Project Commitments to the Board.	Not later than ten (10) days prior to the Closing Date.
<b>4. Evidence of Financing.</b> Developer shall submit Evidence of Financing to the Board.	Not later than ten (10) days prior to the Closing Date.
<b>5. Ground Lease.</b> Parties shall execute Ground Lease.	It is presently anticipated that the parties will execute the Ground Lease on or about July 15, 2020; provided however, that if such date is not achieved, then the parties shall execute the Ground Lease on or about May 1, 2021 (with an outside date of July 15, 2021).
<b>6. Commencement of Construction.</b> The Developer shall commence construction.	Within thirty (30) days following the later of (i) Ground Lease execution and (ii) issuance of grading and building permits by the City of San Diego
<b>7. Completion of Construction.</b> The Developer shall complete construction.	No later than thirty-six (36) months after Commencement of Construction.
<b>8. Lot Line Adjustment.</b> Developer shall obtain Lot Line Adjustment.	On or before Ground Lease execution.

If the Developer fails to satisfy any obligation by the deadline set forth above, the Developer shall not be in default under this Agreement unless the Developer has first been given written notice of such failure and an opportunity to cure pursuant to **Sections 501 and 510**. Any cure by the Developer within the period set forth by **Sections 501 and 510** shall constitute a full and complete cure of the failure, notwithstanding the fact that the deadline established herein was not first met by the Developer.

## EXHIBIT G

### List of Reserved Rights or Easements

1. Reservation of Right to Construction, Maintain, Improve, Repair, and Operate the Trolley Viaduct. All rights granted under this Agreement and the Ground Lease shall be subordinate to the Board's right to construct, maintain, improve, repair, and operate the existing trolley viaduct that runs through the Affirmed Land and the Transit Center (shown on the Site Map in Exhibit C).
2. Transit Parking Easement/Rights. Board shall have an exclusive right to use and control the use of the 96 transit parking spaces constructed on the Greystar Land as part of the Project. This shall include the right to set security rules and regulations, charge parking fees, or otherwise control access to the parking spaces.
3. Reciprocal Access Easement (or Rights) between Affirmed Land, Greystar Land, and Transit Center. In order to maintain access to the system of public streets, Greystar shall be granted access across the Affirmed Land and the Transit Center Land for ingress and egress to the Greystar Land. Affirmed (or a successor developer) shall be granted access across the Greystar Land and the Transit Center Land for ingress and egress to the Affirmed Land.
4. City of San Diego Alvarado Creek Project Easements. Developer acknowledges that in the future the City of San Diego may undertake a project to improve the Alvarado Creek property that runs through and adjacent to the Board Land. Developer has planned the Project in a manner designed to accommodate the footprint of the proposed City project (as currently contemplated in documents available to Developer and Board). In the event the City project is constructed, Board reserves the right to grant easements or other property rights to City that would (a) allow for the construction, maintenance and operation of the Alvarado Creek project by the City, and (b) provide a right of public access from the Alvarado Creek areas, through the Greystar Land and the Affirmed Land, to the Transit Center. The specific routes and of access shall be mutually agreed to by and between Board and Developer.

**EXHIBIT H**

**Draft Ground Lease**

## EXHIBIT I

### Material Terms of Ground Lease

1. The initial term of the Ground Lease shall be 99 years.
2. The Project shall consist of approximately 254 residential units with an estimated occupancy of 730. Any deviation of less than ten percent (10%) from the estimated unit and occupancy counts shall not be considered a material change under Section 305(b),
3. Developer shall pay to Board as rent, in arrears, an amount equal to seven percent (7%) of Developer's Effective Gross Collections (as defined below) from the operation of the Project during the prior calendar month (the "**Base Rent**"). Base Rent shall not commence until issuance of a certificate of occupancy and recordation of the Certificate of Compliance (the "**Rent Commencement Date**"). Base Rent will be determined and paid, without any prior demand within fifteen days (15) days after the last day of each calendar month during the term of the Ground Lease after the Rent Commencement Date, and calculated based on the Effective Gross Collections (as defined below) received by Developer from operating the Project during the prior calendar month. For purposes of this Lease, "**Effective Gross Collections**" shall mean all income collected by Lessee on a cash (not accrual) basis from the residential and any non-residential components of the Project, including rental income from the lease of the residential apartments at the Project, and any other income to Developer derived from the Premises, but excluding (i) insurance proceeds or condemnation proceeds; (ii) security deposits or other tenant deposits; (iii) interest earned on project reserves; (iv) proceeds of loans or capital contributions; (v) releases of funds from any operating or capital replacement reserves; and (vi) ancillary income from sales of food and beverages from vending machines and dining facilities located at the Project. As used herein, "**Lease Year**" means that period of twelve (12) consecutive months which begins on the effective date of the Ground Lease or an anniversary of the effective date of the Ground Lease and which falls within the term of the Ground Lease, to and including the last day of the term of the Ground Lease.
4. The Ground Lease shall include typical rights and protections for any leasehold mortgagees.
5. Construction of the Project is scheduled to take thirty six (36) months after construction commencement to complete, subject to extension for "Force Majeure". The construction schedule shall specify the dates when the major elements and components of the work to be performed are scheduled for completion.
6. Developer has determined that the Project is not be subject to federal or state prevailing wage requirements because Developer is paying the Board the fair rental value of the Premises in an arms-length transaction and Developer is not receiving any public funding or benefits for the Project. No contractual requirement to pay prevailing wage or enter into special labor conditions not required by law are included in the Ground Lease.
7. Not less than ninety-six (96) parking spaces shall be provided on site for the exclusive use of the Board, for its bus and trolley park-and-ride patrons of the Transit Center.



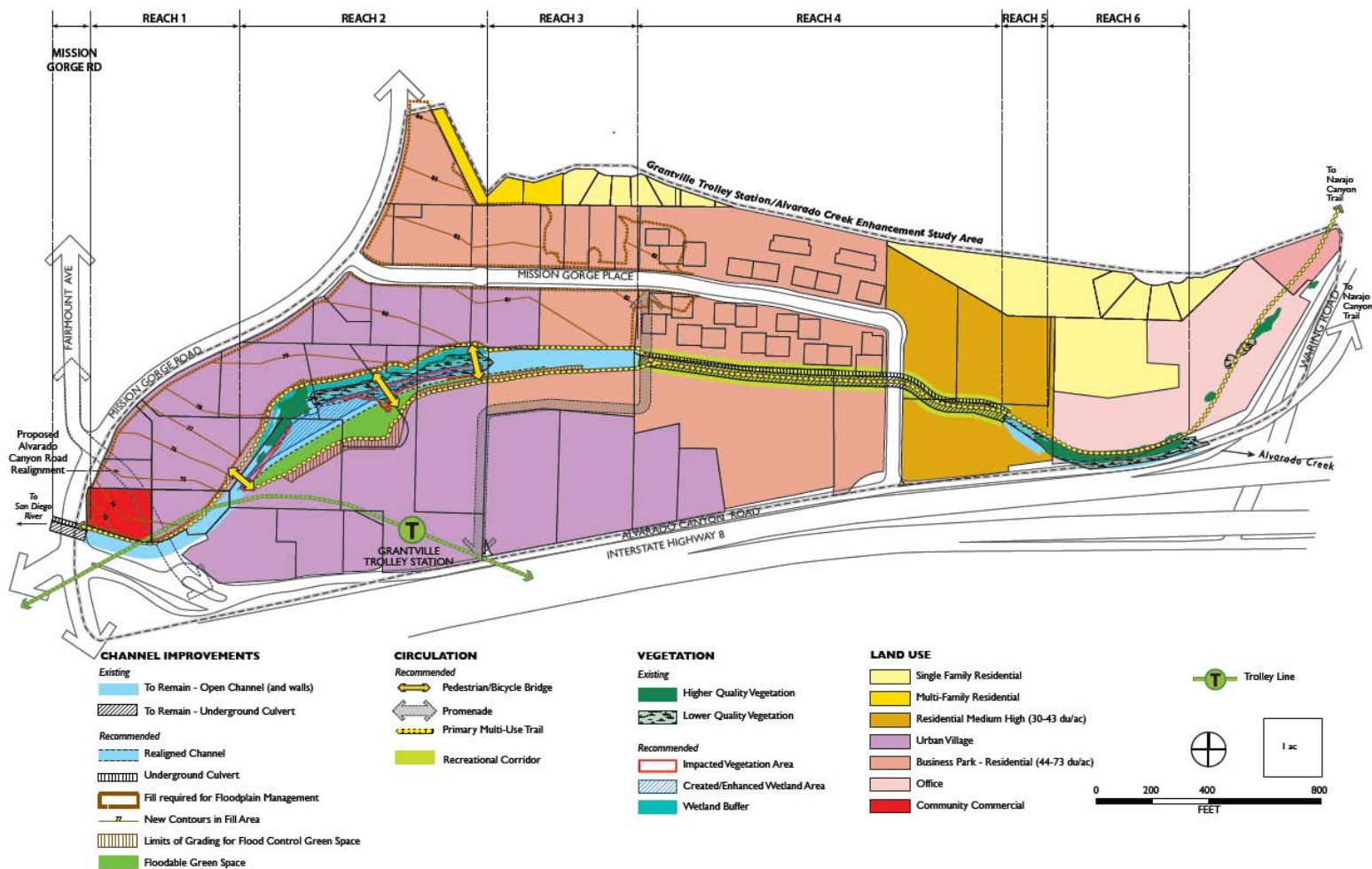
8. Documented Efforts towards Local Hire Goal: Developer shall make a documented good faith effort to achieve a local hire goal of at least 50% of workers on the Project being residences of the San Diego Metropolitan area.

**EXHIBIT J**

**Required Land Use Approvals**

**EXHIBIT K**

**Estimated Budget for MTS Outside Consultants pursuant to Section 213**





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## Agenda Item No. 34

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

June 13, 2019

**SUBJECT:**

**LOW-FLOOR LIGHT RAIL VEHICLE (LRV) PROCUREMENT - CONTRACT AWARD  
 (WAYNE TERRY)**

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1449.0-18 (in substantially the same format as Attachment A) with Siemens Mobility Inc., (“Siemens”), for the purchase of 25 Low-Floor LRVs under the base order, and up to 22 Low-Floor LRVs under the options order, for a total not to exceed 47 LRVs, in the amount of \$219,098,482.30.

**Budget Impact**

The project will be funded by Capital Improvement Program (CIP) Project 2002002702, SD100 Replacement.

The budget is summarized below, including 7.75% CA sales tax. The table below breaks down the cost differential between the base contract and the options:

	Unit Cost	Extended Total	CA Sales Tax 7.75%	Total
Base 25 LRVs	3,971,932.53	99,298,313.13	7,695,619.27	106,993,932.40
*Options 22 LRVs	3,888,905.55	85,555,922.09	6,630,583.96	92,186,506.05
Total 47 LRVs		184,854,235.22	14,326,203.23	199,180,438.45

\*Option LRVs will be subject to Producer Price Index (PPI) escalation. The cost above does not reflect the PPI. MTS will issue an amendment to the agreement to reflect the PPI at the time the option order is placed, estimated to be in 2023.

The contract also includes up to 10% of the contract value (\$19,918,043.85) for spare parts, special tools and training. MTS and Siemens will mutually agree upon a delivery



schedule for parts ordered under this contract. Training will be negotiated and a purchase order issued that defines the scope and price for individual training sessions.

The overall total contract value, excluding the PPI for the option vehicles, shall not exceed \$219,098,482.30 (Base & Options LRV cost \$184,854,235.22 + CA Sales Tax \$14,326,203.23 + Spare Parts, Special Tools and Training \$19,918,043.85). See Attachment B for unit price details of the base LRVs.

## DISCUSSION:

MTS operates a fleet of 134 LRV's throughout the service area. Each of these railcars has a useful life expectancy of 25 years and MTS has implemented a fleet replacement plan to ensure they are replaced in a timely manner. The fleet replacement plan takes into account the cost of maintenance and availability of aftermarket parts. MTS staff has identified that the SD100 LRVs are due for replacement. There are 52 SD100's that have met the requirements for replacement. However, due to the opening of the Blue Line extension and implementation of identified operational efficiencies, MTS will only need to replace 47 vehicles to maintain current service levels. MTS published a solicitation to procure up to 47 Low-Floor LRVs (25 LRVs under the base order, and up to 22 LRVs under options order) and provide spare parts, special tools and training.

On December 14, 2018 MTS issued a Joint Request for Proposals (RFP) between MTS and the Sacramento Regional Transit District (SacRT), hereinafter "the Agencies", for the procurement of LRVs. MTS' total vehicle requirement was 47 LRVs, and SacRT's was 96 LRVs. MTS was the lead agency for this solicitation.

On December 26, 2018 a protest was received from CAF USA based on the RFP and technical specifications. The Agencies' response to the protest was emailed to CAF USA and posted on PlanetBids on January 16, 2019. The response detailed the operational needs for each of the technical requirements questioned by CAF and the legal basis for including them. There was no protest reconsideration filed by CAF USA by the deadline of January 24, 2019, and the protest was therefore deemed resolved.

On February 21, 2019, MTS received a single proposal from Siemens. To ascertain that the solicitation was not unduly restrictive, on February 23, 2019 and March 4, 2019, MTS emailed all the firms that had downloaded the RFP on PlanetBids or had expressed interest, inquiring the reason/s for not proposing. The results received indicated that they were in fact participating through Siemens as a supplier/sub-supplier or they were interested in other related procurements. China Railway Signal & Communication Corporation indicated they had the intention of proposing but were not able to submit a proposal by the due date. Kinkisharyo International indicated that they did not have sufficient information on compatibility of the new cars with the existing fleet, but did not ask any questions during the Questions and Answers period from December 14, 2018 to January 24, 2019. Therefore, MTS determined that neither the RFP nor MTS' procurement processes played a role in their decision to not participate in bidding and staff moved forward with proposal evaluations.

Siemens proposal was deemed responsive and met the RFP pass/fail criteria on relevant experience, Buy America requirements, financial strength and ability to meet insurance requirements.

On March 19, 2019 a selection committee consisting of representatives from SacRT LRV Maintenance, MTS LRV Maintenance, LRV Transportation and Finance evaluated the proposal based on the following criteria:

Evaluation Criteria	Possible Points	Total Score
Qualifications of the Proposer	10	Technical Score 75%
Qualifications of the supplier/subcontractor experience	10	
Staffing plan	5	
Design planning, quality assurance and work flow	10	
Manufacturing capacity and capability	10	
Manufacturing planning, quality assurance and work flow	15	
Schedule and narrative	15	
Cost/Price	25	Cost Score 25%
<b>TOTAL SCORE</b>		<b>100%</b>

The selection committee scored Siemens proposal as follows:

	Technical Score	Cost Score	Total Score
Maximum RFP points	75.00	25.00	100.00%
Siemens points	69.80	25.00	94.80%

On March 20, 2019, the panel asked Siemens to provide technical clarifications and cost breakdowns in order to further evaluate the proposal.

On March 28, 2019, Siemens submitted a cost breakdown and clarified cost related exceptions. MTS then performed an analysis to determine whether price was fair and reasonableness by comparing the initial proposal costs with historical LRV purchases. The results are summarized below:

1. SD8 = \$3,618,025 (NTP Oct 2009 for Qty 65)
2. SD9 = \$3,791,944 (NTP Oct 2016 for Qty 45)
3. SDX = \$4,025,914.67 for base order; \$3,888,905.55 for the option order (NTP for base order estimated for July 2019. Total Qty up to 47)

At this point of the Joint RFP, both MTS and SacRT proceeded with separate negotiations with Siemens on their individual costs, terms and conditions, payment and delivery schedules. SacRT's Board will award its own separate contract with Siemens.

On April 8, 2019, MTS invited Siemens for negotiations. The internal members consisted of the MTS CEO, Finance, Chief Operating Officer, San Diego Trolley, LRV Superintendent and Procurement. The negotiations primarily addressed proposed costs and LRV technical specifications.

On April 19, 2019, MTS requested Siemens to submit a Best and Final Offer (BAFO).

On April 26, 2019, Siemens submitted a BAFO. The table below shows cost comparisons between initial proposal and BAFO, a cost savings to MTS of \$1,349,553.57.

Description	INITIAL PROPOSAL		BAFO	
	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Sub-Total LRV (Base 25)	3,888,905.55	97,222,638.74	3,888,905.55	97,222,638.74
Sub-Total management, engineer, manufacture, tooling, testing, mockups	137,009.12	3,425,227.96	83,026.98	2,075,674.39
<b>Total (Base 25)</b>	<b>4,025,914.67</b>	<b>100,647,866.70</b>	<b>3,971,932.53</b>	<b>99,298,313.13</b>
<b>Total LRV (Options 22)</b>	<b>3,888,905.55</b>	<b>85,555,922.09</b>	<b>3,888,905.55</b>	<b>85,555,922.09</b>
<b>Total 47 LRVs</b>		<b>186,203,788.79</b>		<b>184,854,235.22</b>

Based on the BAFO, a further price analysis was performed that compared the North American LRV market as summarized below:

City	Qty	Delivery	Total Cost	Notes
<b>San Diego</b>	<b>Up to 47</b>	<b>2021</b>	<b>Base \$3,971,932.53</b> <b>Options \$3,888,905.55</b>	<b>S700us 6axle 82ft</b>
Phoenix	11	2020	\$4,792,000	S700 6axle 93ft
Orange County	8	2021	\$5,375,000	S700 6axle 93ft
Houston	14	2022	\$4,671,000	S700 6axle 96ft
Portland TriMet	26	2022	\$4,644,000	S700 6axle 96ft

By a comparison of MTS current costs for SD9s, and the North American LRV market price, staff deems Siemens cost proposal to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L1449.0-18 (in substantially the same format as Attachment A) with Siemens Mobility Inc., for the purchase of 25 Low-Floor LRVs under the base order, and up to 22 Low-Floor LRVs under the options order, for a total not to exceed 47 LRVs, and an amount not to exceed \$219,098,482.30.

/s/ Sharon Cooney for \_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

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

Attachments: A. Draft Standard Services Agreement MTS Doc. No. L1449.0-18  
B. Cost Summary



**STANDARD PROCUREMENT AGREEMENT  
FOR  
LOW-FLOOR LIGHT RAIL VEHICLE (LRV)  
PROCUREMENT**

L1449.0-18  
CONTRACT NUMBER

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Siemens Mobility Inc. Address: 7464 French Road

Form of Business: Corporation Sacramento, CA 95828

(Corporation, partnership, sole proprietor, etc.)

Telephone: 1 (916) 835-3106 Email: robin.stimson@siemens.com

Authorized person to sign contracts: Robin Arthur Stimson VP Business Development  
Name Title

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

Contractor shall design, manufacture, assemble, test, deliver and inspect Low-Floor Light Rail Vehicles (LRVs) in the quantities shown. The work also includes delivery of data, manuals, drawings, training and support services, spare parts, special tools and test equipment; all as specified in the Technical Specifications (attached as Exhibit A), Cost Proposal Form/Best and Final Offer (BAFO) (attached as Exhibit B), Delivery Schedule (attached as Exhibit C), and in accordance with the Standard Conditions Procurement (attached as Exhibit D), Special Provisions (attached as Exhibit E), Federal Requirements (attached as Exhibit F) and Forms (attached as Exhibit G).

The contract term is for seven (7) years effective July 1, 2019 to June 30, 2026. Payment terms shall be net 30 days from invoice date.

Delivery of the initial order shall be completed no later than the Delivery Schedule attached in Exhibit C unless otherwise specified by MTS in writing.

The registered owner will be: MTS  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101

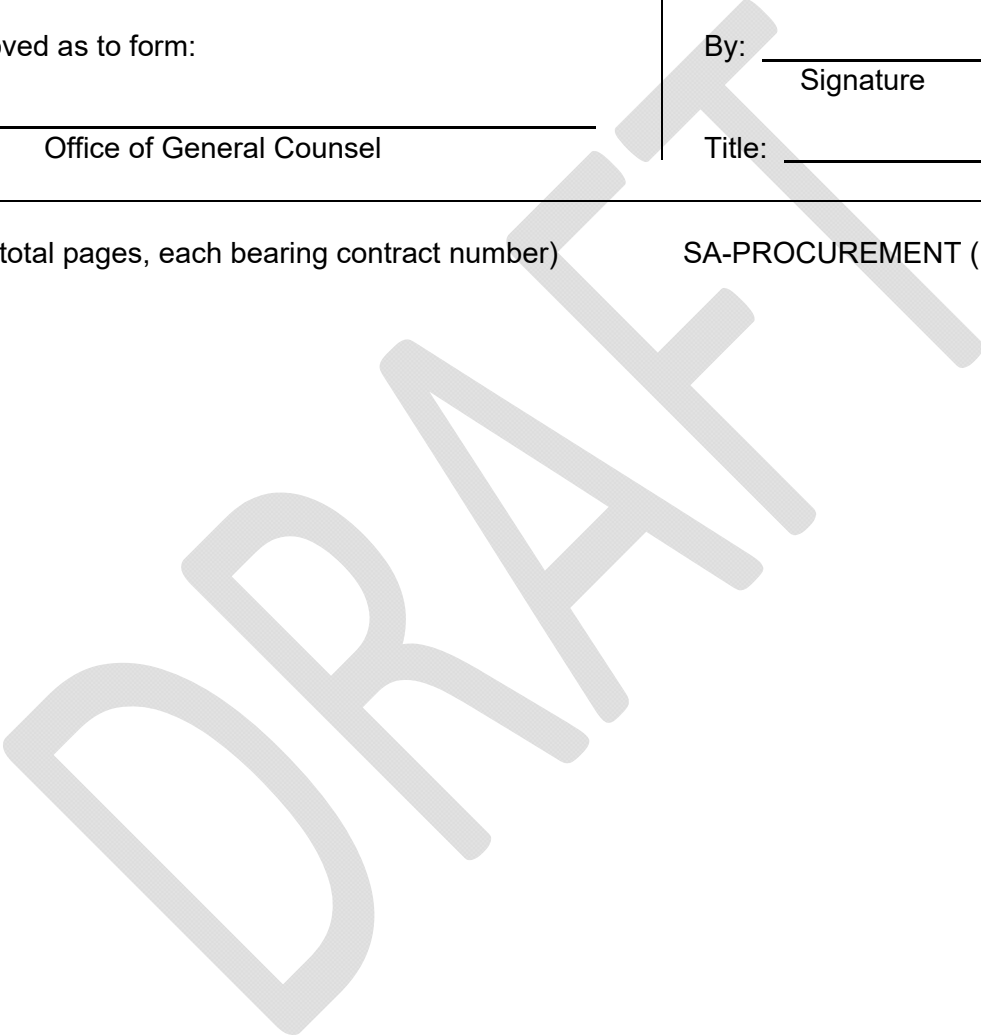
Vehicle shall be delivered F.O.B. destination to: MTS  
Light Rail Maintenance Facility  
1535 Newton Ave  
San Diego, CA 92113  
Attn: Andy Goddard, (619) 454-7184

Total contract amount shall not exceed \$219,098,482.30 without the express written consent of MTS.

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

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

SA-PROCUREMENT (REV 8/2/2018)  
DATE



**Attachment B**

**LOW-FLOOR LRVs PROCUREMENT  
MTS DOC. NO. L1449.0-18**

	# of Units		Unit Cost	
Base Quantity	25		3,888,905.55	97,222,638.74
Project Management	2A		48,854.37	1,221,359.18
System Engineering	2B		0.00	0.00
Scheduling	2C		7,192.04	179,800.90
Industrial Engineering	2D		0.00	0.00
Quality Management	2E		11,657.19	291,429.82
Test Procedures, Commissioning, Site Setup	2F		15,323.38	383,084.49
Subtotal			83,026.98	2,075,674.39
			<b>3,971,932.53</b>	<b>99,298,313.13</b>

Total Quantity	47		3,933,068.83	184,854,235.22
Base Quantity	25		3,971,932.53	99,298,313.13
Options Quantity	22		3,888,905.55	85,555,922.09
				<b>184,854,235.22</b>

**TOTAL SUMMARY**

Total 47 LRVs	184,854,235.22
CA Sales Tax	14,326,203.23
Total Including Tax	<u>199,180,438.45</u>
10% Spare Parts, Special Tools and Training	<u>19,918,043.85</u>
<b>Overall Total</b>	<b><u>219,098,482.30</u></b>

*\*Excluding the PPI for the up to 22 option vehicles*



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## Agenda Item No. 45

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

June 13, 2019

#### SUBJECT:

ZERO EMISSION BUS PILOT PROGRAM UPDATE (MIKE WYGANT)

#### INFORMATIONAL ITEM

##### Budget Impact

None.

#### DISCUSSION:

As part of the Innovative Clean Transit (ICT) rule, the California Air Resources Board (CARB) issued a transit agency purchasing requirement for Zero Emission Buses (ZEB).

In October of 2017 the Board of Directors authorized the Chief Executive Officer (CEO) to develop a Pilot Project to test the use of ZEB's in our service area to further understand the potential impacts of the proposed ICT regulation.

MTS staff will provide the Board with an update on the ICT regulation and the MTS ZEB Pilot.

/s/ Sharon Cooney for  
Paul C. Jablonski  
Chief Executive Officer

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





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## Agenda Item No. 46

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

June 13, 2019

#### SUBJECT:

SEMIANNUAL UNIFORM REPORT OF DISADVANTAGED BUSINESS ENTERPRISE  
(DBE) AWARDS AND PAYMENTS (SAMANTHA LESLIE)

#### INFORMATIONAL ONLY

##### Budget Impact

None.

#### DISCUSSION:

As a Federal Transit Administration (FTA) grantee, San Diego Metropolitan Transit System (MTS) complies with the federal regulations set forth in 49 CFR Part 26 regarding participation by DBEs in the U.S. Department of Transportation (DOT) Program.

##### I. Goals of MTS's DBE Program

The goals of MTS's race-neutral DBE program are:

1. to ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. to ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. to ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. to help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. to assist the development of firms that can compete successfully in the marketplace outside of the DBE program; and
7. to provide appropriate flexibility to recipients of federal financial assistance in establishing and providing opportunities for DBEs.



## II. MTS's DBE Triennial Overall Goal for FFY 2019- 2021

The DBE regulations require MTS to prepare a DBE Triennial Overall Goal. The DBE Triennial Overall Goal is established upon the number of ready, willing, and able DBE contractors within MTS's geographic market area that are available to bid on MTS's federally assisted procurements (excludes transit vehicle procurements). For the current triennial reporting period (October 1, 2018, to September 30, 2021), MTS has an aspirational overall goal of **2.9%** DBE participation on federally funded contracts.

## III. Participation by certified DBEs

For purposes of reporting DBE participation to the FTA, MTS may only count participation by certified DBE contractors. In order to be certified as a DBE through the California Unified Certification Program, contractors must:

- (1) have a majority owner who is **socially and economically disadvantaged** (Native Americans, African Americans, Hispanics, Asian-Pacific, Subcontinent Asian Americans and women are currently presumed to be socially and economically disadvantaged by the DOT);
- (2) the majority owner must have a personal net worth of less than **\$1,320,000**; and
- (3) the business must be a **small business** and, for *most* types of businesses, have average annual gross receipts less than **\$23,980,000**.

Per DOT DBE Regulations, MTS **may not** count participation from certified minority owned businesses (MBE), disabled veteran owned businesses (DVBE), women owned businesses (WBE), small businesses (SB) or lesbian gay bisexual transgender owned businesses (LGBTBE) (collectively referred to as SBEs) toward meeting its DBE Triennial Overall Goal. Nonetheless, MTS encourages participation from, conducts outreach to, and tracks awards to SBEs.

## IV. Race-Neutral Measures to Increase DBE and SBE Participation

A race-neutral DBE program means that there are no DBE contract specific goals and no advantages provided to interested DBE contractors when submitting bids or proposals. Successful bidders are chosen using race-neutral means, generally through a low-bid or best-value procurement process.

To increase DBE participation on MTS's federally assisted procurements, as well as SBE participation on all MTS's contracts, MTS conducts outreach to DBEs and SBEs in an effort to inform them of upcoming MTS procurements. The following are some of the race-neutral measures MTS has implemented:

1. outreach to past and current MBEs, DVBEs, WBEs, SBs and LGBTBEs to discuss the benefits of DBE certification and what qualifications are necessary to become DBE certified, as some may already qualify;
2. outreach to past and current DBEs, MBEs, DVBEs, WBEs, SBs and LGBTBEs requesting that they register on PlanetBids so they can receive automatic notification of upcoming MTS formal procurements;

3. for small purchase procurements in which MTS must seek out three (3) bids, MTS aims to advertise more of these procurement on PlanetBids so as to increase the potential of DBEs, MBEs, DVBEs, WBEs, SBs or LGBTBEs learning of the procurement, if such a contractor is available to perform the work;
4. for small purchase procurements in which MTS must seek out three (3) bids, seeking at least one (1) of those bids from a DBE or SBE, if available; and
5. attend and actively promote small business conferences and programs to alert DBEs, MBEs, DVBEs, WBEs, SBs or LGBTBEs of upcoming MTS contracting opportunities and to educate about MTS's procurement and DBE program.

This reporting period MTS attended the San Diego Association of Governments DBE and SB Summit on April 10-11, 2019. At this event, various state and federal public agencies met and shared successes and challenges regarding their agency's DBE and SB programs. MTS also attended two (2) San Diego Public Agency Consortium meetings. At these meetings, several San Diego County public agencies discussed upcoming planned workshops and best practices regarding their agency's DBE and SB programs.

V. Federally Funded Procurements

Only contracts awarded and paid by MTS using federal funds (or a portion of federal funds) are reported to the FTA per DOT DBE Regulations. MTS generally reserves federal funds for transit vehicle procurements, transit facility improvements, and state-of-good-repair vehicle or system preventative maintenance projects. MTS generally uses local and state funds for capital projects (e.g. construction, architectural & engineering), administrative costs and other operating expenses (e.g. marketing expenses, land management, office supplies).

VI. Summary of Semi-Annual DBE Report Achievement (Federal Funds Only)

The FTA Semi-Annual Report for October 1, 2018 to March 31, 2019 is the first of six reports in the triennial period of FFY 2019-2021.

a. Contracts Awarded

For this reporting period, MTS **did not meet** its DBE Triennial Overall Goal of 2.9% for contracts awarded. MTS achieved **2.37%** DBE participation for contracts awarded.

<u>REPORTING PERIOD</u>	<u>Federal Contract Awards/Commitments</u>			<u>Goal</u>
	<u>Total Federal \$\$</u>	<u>DBE \$\$</u>	<u>DBE %</u>	<u>vs 2.9%</u>
<b>Federal Funds: Oct 1 2018 – Mar 31 2019</b>	\$8,603,476.55	\$204,022.26	<b>2.37%</b>	-0.53%

The main reason why MTS was not able to meet its DBE Triennial Overall Goal for contracts awarded was due to a large amendment to First Transit, for a one (1) year extension of ADA paratransit operations, in the amount of \$16,397,745.00 (27% federally funded). The First Transit amendment diluted MTS's achieved DBE participation. MTS would have met its DBE overall goal but for this First Transit amendment. A significant DBE contract awarded during this period was a contract to Beverly Christensen for the purchase of wood ties in the amount of \$123,351.65 (80% federally funded).

b. Contracts Completed

MTS **did not meet** its DBE Triennial Overall Goal of 2.9% for contracts completed. MTS achieved **1.25%** DBE participation for contracts completed.

<u>REPORTING PERIOD</u>	<b>Federal Contracts Completed/Total Payments</b>			<b>Goal</b>
	<u>Total Federal \$\$</u>	<u>DBE \$\$</u>	<u>DBE %</u>	<u>vs 2.9%</u>
<b>Federal Funds: Oct 1 2018 – Mar 31 2019</b>	\$1,162,565.14	\$14,500.94	<b>1.25%</b>	-1.65%

The main reason why MTS was not able to meet its DBE Triennial Overall Goal for contracts completed was because MTS did not close out any large, multi-year contracts to DBE Contractors. Since MTS decides contract performance periods based on MTS business and operational needs, every reporting period will differ on the number, type and dollar amount of contracts closed out. In this reporting period, MTS closed out only small dollar amount contracts with DBE Contractors.

VII. Summary of Achievement Toward Meeting MTS’s DBE Triennial Overall Goal for FFY 2019 – FFY 2021

While the specific DBE participation rate for each six (6) month reporting period may fluctuate, the goal of the MTS DBE program is to achieve the 2.9% Triennial Overall DBE goal as an average for the FFY 2019-2021 triennial period. MTS will continue to monitor whether it is on track in achieving its Triennial Overall DBE goal after each completed reporting period.

VIII. Summary of DBE, WBE, MBE, DVBE, LGBTBE and SB Participation for all Contracts (Regardless of Funding Source)

Although MTS may not report to the FTA the participation of MBE, DVBE, WBE, SB and LGBTBE (collectively referred to as SBEs) for its FTA DBE Semi Annual Report, MTS does record the participation of these businesses to gauge the success of its program to foster small business participation. MTS encourages the participation of SBEs on all of its contracts, no matter the funding source.

MTS’s DBE and SBE participation rates for the reporting period, using both local and federal funds, were as follows:

<u>REPORTING PERIOD</u>	<b>All Contract Awards/Commitments (All Funding Sources)</b>				
	<u>Total \$\$</u>	<u>DBE \$\$</u>	<u>DBE %</u>	<u>SBE \$\$</u> (MBE, DVBE, WBE, SB and LGBTBE)	<u>SBE %</u>
<b>Total Funds: Oct 1 2018 – Mar 31 2019</b>	\$73,790,097.91	\$606,817.10	0.82%	\$5,715,068.36	7.75%

When reviewing highlights of SBE achievements, MTS awarded: two (2) one-year option years with Medical Transportation Management (WBE) for ADA paratransit certification eligibility services in the amount of \$1,109,596.40 (100% locally funded); account based fare collection system services to INIT Innovations in Technology, which includes the use of several SB and WBE subcontractors, totaling \$947,053.73; bus operator uniforms to



Ace Uniforms & Accessories (SB), in the amount of \$783,563.77 (100% locally funded). These awards, and others, helped MTS achieve a high SBE achievement percentage this reporting period.

/s/ Sharon Cooney for \_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

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

Attachment: A. History of Semi-Annual Reports for Contracts Awarded

MTS History of DBE Semi Annual Reports

Contract Awards/Commitments\*

	Federal DBE GOAL	REPORTING PERIOD	TOTAL DOLLARS AWARDED (fed & local)	Total DBE \$\$	Total DBE %	Total SBE \$\$	Total SBE %	Total Federal \$\$	Federal DBE \$\$	Federal DBE %	Federal SBE \$\$	Federal SBE %	Total Local \$\$	Local DBE \$\$	Local DBE %	Local SBE \$	LOCAL SBE %
FFY16	3.75%	Oct 1 15 to Mar 31 16	\$ 63,883,438.52	\$ 298,902.02	0.47%	\$ 2,929,504.04	4.59%	\$ 4,094,298.13	\$ 11,859.89	0.29%	\$ 246,645.99	6.02%	\$ 59,789,140.39	\$ 287,042.13	0.48%	\$ 2,682,858.05	4.49%
		April 1 16 to Sept 30 16	\$ 32,178,592.14	\$ 976,115.34	3.03%	\$ 996,434.97	3.10%	\$ 6,418,545.41	\$ 255,760.97	3.98%	\$ 148,325.08	2.31%	\$ 25,760,046.73	\$ 720,354.37	2.80%	\$ 848,109.89	3.29%
FFY17**	3.75%	Oct 1 16 to Mar 31 17	\$ 92,516,929.91	\$ 5,611,166.70	6.07%	\$ 3,735,641.71	4.04%	\$ 19,827,518.60	\$ 3,781,098.94	19.07%	\$ 196,188.57	0.99%	\$ 72,689,411.31	\$ 1,830,067.76	2.52%	\$ 3,539,453.14	4.87%
		April 1 17 to Sept 30 17	\$ 40,939,010.42	\$ 478,288.92	1.17%	\$ 1,622,764.06	3.96%	\$ 3,326,175.53	\$ 31,444.62	0.95%	\$ 405,594.52	12.19%	\$ 37,612,834.89	\$ 446,844.30	1.19%	\$ 1,217,169.54	3.24%
FFY18	3.75%	Oct 1 17 to Mar 31 18	\$ 31,874,559.08	\$ 754,167.60	2.37%	\$ 3,002,750.48	9.42%	\$ 5,888,603.26	\$ 107,876.47	1.83%	\$ 716,139.92	12.16%	\$ 25,985,955.82	\$ 646,291.13	2.49%	\$ 2,286,610.56	8.80%
		April 1 18 to Sept 30 18	\$ 68,024,202.91	\$ 1,725,734.24	2.54%	\$ 4,982,014.37	7.32%	\$ 5,453,720.86	\$ 977,533.90	17.92%	\$ 267,303.01	4.90%	\$ 62,570,482.05	\$ 748,200.34	1.20%	\$ 4,714,711.36	7.54%
FFY16-18	3.75%	Oct 1, 2015 thru Sept 30, 2018 (6 semi-annual reports)	\$ 329,416,732.98	\$ 9,844,374.82	2.99%	\$ 17,269,109.63	5.24%	\$ 45,008,861.79	\$ 5,165,574.79	11.48%	\$ 1,980,197.09	4.40%	\$284,407,871.19	\$ 4,678,800.03	1.65%	\$ 15,288,912.54	5.38%
FFY19	2.9%	Oct 1 18 to Mar 31 19	\$ 73,790,097.91	\$ 606,817.10	0.82%	\$ 5,715,068.36	7.75%	\$ 8,603,476.55	\$ 204,022.26	2.37%	\$ 182,110.81	2.12%	\$ 65,186,621.36	\$ 402,794.84	0.62%	\$ 5,532,957.55	8.49%
		April 1 19 to Sept 30 19	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!			#DIV/0!		#DIV/0!			#DIV/0!		#DIV/0!
FFY20	2.9%	Oct 1 19 to Mar 31 20	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	
		April 1 20 to Sept 30 20	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	
FFY21	2.9%	Oct 1 20 to Mar 31 21	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	
		April 1 21 to Sept 30 21	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	
FFY19-21	2.9%	Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports)	\$ 73,790,097.91	\$ 606,817.10	0.82%	\$ 5,715,068.36	7.75%	\$ 8,603,476.55	\$ 204,022.26	2.37%	\$ 182,110.81	2.12%	\$65,186,621.36	\$ 402,794.84	0.62%	\$ 5,532,957.55	8.49%

\*Transit Vehicle Procurements (buses, trolleys) from Transit Vehicle Manufacturers (TVM) are not included in this Report per DOT DBE Regulations. TVMs have their own DBE Program, Goals and Reporting requirements. Inventory procurements are also not included. Only at time an inventory item is issued from store room will the federal/local breakdown be known, not at the time of purchase. \*

\*\*In FY17, MTS began using the U.S. Small Business Administration Database, which provides a listing of Small Businesses. This Database tracks firms in which revenues and/or number of employees do not exceed the North American Industry Classification System (NAICS) code's small business size standards, which is used to determine whether a DBE is a small business or not.\*\*



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## Agenda Item No. 47

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

June 13, 2019

#### SUBJECT:

OPERATIONS BUDGET STATUS REPORT FOR APRIL 2019 (MIKE THOMPSON)

#### INFORMATIONAL ONLY

##### Budget Impact

None at this time.

#### DISCUSSION:

This report summarizes the year-to-date operating results for April 2019 compared to the fiscal year (FY) 2019 amended budget for San Diego Metropolitan Transit System (MTS). Attachment A-1 combines the operations', administrations' and other activities' results for April 2019. Attachment A-2 details the April 2019 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 April 2019 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 April 2019, MTS's net-operating income unfavorable variance totaled \$334,000 (-0.2%). Operations produced a \$44,000 (-0.0%) unfavorable variance and the administrative/other activities areas were unfavorable by \$290,000.

#### MTS COMBINED RESULTS

Operating Revenues. Year-to-date combined revenues through April 2019 were \$93,208,000 compared to the year-to-date budget of \$93,115,000, representing a \$94,000 (0.1%) favorable variance. Year-to-date passenger revenue has an unfavorable variance of \$99,000 (-0.1%). This was partially offset by a \$192,000 (1.1%) favorable experience in other operating revenue.



Operating Expenses. Year-to-date combined expenses through April 2019 were \$239,351,000 compared to the budget of \$238,923,000, resulting in a \$428,000 (-0.2%) unfavorable variance.

Personnel Costs. Year-to-date personnel-related costs totaled \$112,306,000, compared to a budgetary figure of \$112,446,000, producing a favorable variance of \$140,000 (0.1%).

Outside Services and Purchased Transportation. Total outside services through ten months of the fiscal year totaled \$83,807,000 compared to a budget of \$83,628,000 resulting in an unfavorable variance of \$179,000 (-0.2%). This is primarily due to higher than expected outside service expenses within Administration.

Materials and Supplies. Total year-to-date materials and supplies expenses were \$10,515,000, compared to a budgetary figure of \$10,432,000, resulting in an unfavorable variance of \$83,000 (-0.8%). This is primarily due to higher than expected costs for revenue vehicle parts for internal bus operations.

Energy. Total year-to-date energy costs were \$25,438,000, compared to the budget of \$25,092,000 resulting in an unfavorable variance of \$346,000 (-1.4%). This is primarily due to electricity rates and an increase in CNG transportation costs.

Risk Management. Total year-to-date expenses for risk management were \$2,609,000 compared to the budget of \$2,703,000, resulting in a favorable variance totaling \$95,000 (3.5%). This is primarily due to lower than expected legal liability costs for rail operations.

General and Administrative. The year-to-date general and administrative costs were 3,742,000 through April 2019, compared to a budget of \$3,662,000, resulting in an unfavorable variance of \$80,000 (-2.2%).

Vehicle and Facility Leases. The year-to-date vehicle and facilities leases costs were \$934,000 compared to the budget of \$958,000, resulting in a \$24,000 (2.5%) favorable variance.

#### YEAR-TO-DATE SUMMARY

The April 2019, year-to-date net-operating income totaled an unfavorable variance of \$334,000 (-0.2%). These factors include favorable variances in other operating revenue, personnel, and risk management; offset by unfavorable variances in passenger revenue, outside services, materials and supplies, energy, and general and administrative costs.

/s/ Sharon Cooney for  
Paul C. Jablonski  
Chief Executive Officer

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

Attachment: A. Comparison to Budget

**MTS**  
**CONSOLIDATED**  
**COMPARISON TO BUDGET - FISCAL YEAR 2019**  
**APRIL 30, 2019**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	\$ 76,127	\$ 76,225	\$ (99)	-0.1%
Other Revenue	17,082	16,889	192	1.1%
<b>Total Operating Revenue</b>	<b>\$ 93,208</b>	<b>\$ 93,115</b>	<b>\$ 94</b>	<b>0.1%</b>
Personnel costs	\$ 112,306	\$ 112,446	\$ 140	0.1%
Outside services	83,807	83,628	(179)	-0.2%
Transit operations funding	-	-	-	-
Materials and supplies	10,515	10,432	(83)	-0.8%
Energy	25,438	25,092	(346)	-1.4%
Risk management	2,609	2,703	95	3.5%
General & administrative	3,742	3,662	(80)	-2.2%
Vehicle/facility leases	934	958	24	2.5%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	0	(0)	(0)	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 239,351</b>	<b>\$ 238,923</b>	<b>\$ (428)</b>	<b>-0.2%</b>
<b>Operating income (loss)</b>	<b>\$ (146,142)</b>	<b>\$ (145,808)</b>	<b>\$ (334)</b>	<b>-0.2%</b>
<b>Total public support and nonoperating revenues</b>	<b>(1,051)</b>	<b>(1,084)</b>	<b>33</b>	<b>-3.0%</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (147,193)</b>	<b>\$ (146,892)</b>	<b>\$ (301)</b>	<b>0.2%</b>

**OPERATIONS**  
**CONSOLIDATED OPERATIONS**  
**COMPARISON TO BUDGET - FISCAL YEAR 2019**  
**APRIL 30, 2019**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	\$ 76,127	\$ 76,225	\$ (99)	-0.1%
Other Revenue	733	752	(19)	-2.5%
<b>Total Operating Revenue</b>	<b>\$ 76,860</b>	<b>\$ 76,977</b>	<b>\$ (118)</b>	<b>-0.2%</b>
Personnel costs	\$ 93,892	\$ 94,252	\$ 360	0.4%
Outside services	70,985	71,094	109	0.2%
Transit operations funding	-	-	-	-
Materials and supplies	10,498	10,419	(79)	-0.8%
Energy	24,742	24,383	(359)	-1.5%
Risk management	2,228	2,309	81	3.5%
General & administrative	601	542	(60)	-11.0%
Vehicle/facility leases	778	799	21	2.6%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	20,405	20,405	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 224,128</b>	<b>\$ 224,202</b>	<b>\$ 74</b>	<b>0.0%</b>
<b>Operating income (loss)</b>	<b>\$ (147,268)</b>	<b>\$ (147,225)</b>	<b>\$ (44)</b>	<b>0.0%</b>
<b>Total public support and nonoperating revenues</b>	<b>(422)</b>	<b>(428)</b>	<b>6</b>	<b>-1.3%</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (147,690)</b>	<b>\$ (147,652)</b>	<b>\$ (38)</b>	<b>0.0%</b>

**OPERATIONS**  
**TRANSIT SERVICES (SAN DIEGO TRANSIT CORPORATION)**  
**COMPARISON TO BUDGET - FISCAL YEAR 2019**  
**APRIL 30, 2019**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	\$ 18,168	\$ 18,111	\$ 57	0.3%
Other Revenue	9	11	(2)	-16.9%
<b>Total Operating Revenue</b>	<b>\$ 18,177</b>	<b>\$ 18,122</b>	<b>\$ 55</b>	<b>0.3%</b>
Personnel costs	\$ 61,735	\$ 61,958	\$ 223	0.4%
Outside services	1,453	1,470	16	1.1%
Transit operations funding	-	-	-	-
Materials and supplies	5,101	4,941	(160)	-3.2%
Energy	4,828	4,696	(132)	-2.8%
Risk management	1,142	1,124	(18)	-1.6%
General & administrative	276	265	(11)	-4.1%
Vehicle/facility leases	303	284	(19)	-6.8%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	5,906	5,906	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 80,745</b>	<b>\$ 80,645</b>	<b>\$ (100)</b>	<b>-0.1%</b>
<b>Operating income (loss)</b>	<b>\$ (62,568)</b>	<b>\$ (62,523)</b>	<b>\$ (45)</b>	<b>-0.1%</b>
<b>Total public support and nonoperating revenues</b>	<b>(605)</b>	<b>(611)</b>	<b>6</b>	<b>-0.9%</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (63,173)</b>	<b>\$ (63,134)</b>	<b>\$ (40)</b>	<b>0.0%</b>

**OPERATIONS**  
**RAIL OPERATIONS (SAN DIEGO TROLLEY, INCORPORATED)**  
**COMPARISON TO BUDGET - FISCAL YEAR 2019**  
**APRIL 30, 2019**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	\$ 34,654	\$ 34,172	\$ 482	1.4%
Other Revenue	723	741	(18)	-2.5%
<b>Total Operating Revenue</b>	<b>\$ 35,377</b>	<b>\$ 34,914</b>	<b>\$ 463</b>	<b>1.3%</b>
Personnel costs	\$ 31,715	\$ 31,803	\$ 88	0.3%
Outside services	4,174	4,175	1	0.0%
Transit operations funding	-	-	-	-
Materials and supplies	5,372	5,445	73	1.3%
Energy	12,832	12,616	(216)	-1.7%
Risk management	1,073	1,172	99	8.4%
General & administrative	322	269	(53)	-19.5%
Vehicle/facility leases	221	262	41	15.6%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	12,575	12,575	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 68,285</b>	<b>\$ 68,318</b>	<b>\$ 33</b>	<b>0.0%</b>
<b>Operating income (loss)</b>	<b>\$ (32,909)</b>	<b>\$ (33,404)</b>	<b>\$ 496</b>	<b>1.5%</b>
<b>Total public support and nonoperating revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (32,909)</b>	<b>\$ (33,404)</b>	<b>\$ 496</b>	<b>-1.5%</b>



**OPERATIONS**  
**MULTIMODAL OPERATIONS (FIXED ROUTE)**  
**COMPARISON TO BUDGET - FISCAL YEAR 2019**  
**APRIL 30, 2019**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	\$ 20,881	\$ 21,532	\$ (651)	-3.0%
Other Revenue	1	-	1	-
<b>Total Operating Revenue</b>	<b>\$ 20,882</b>	<b>\$ 21,532</b>	<b>\$ (650)</b>	<b>-3.0%</b>
Personnel costs	\$ 326	\$ 357	\$ 31	8.8%
Outside services	50,957	51,245	288	0.6%
Transit operations funding	-	-	-	-
Materials and supplies	24	32	8	24.3%
Energy	5,474	5,461	(13)	-0.2%
Risk management	-	-	-	-
General & administrative	0	2	2	93.5%
Vehicle/facility leases	20	19	(1)	-3.7%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	1,522	1,522	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 58,323</b>	<b>\$ 58,639</b>	<b>\$ 316</b>	<b>0.5%</b>
<b>Operating income (loss)</b>	<b>\$ (37,441)</b>	<b>\$ (37,107)</b>	<b>\$ (335)</b>	<b>-0.9%</b>
<b>Total public support and nonoperating revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (37,441)</b>	<b>\$ (37,107)</b>	<b>\$ (335)</b>	<b>0.9%</b>

**OPERATIONS**  
**MULTIMODAL OPERATIONS (PARATRANSIT)**  
**COMPARISON TO BUDGET - FISCAL YEAR 2019**  
**APRIL 30, 2019**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	\$ 2,424	\$ 2,409	\$ 15	0.6%
Other Revenue	-	-	-	-
<b>Total Operating Revenue</b>	<b>\$ 2,424</b>	<b>\$ 2,409</b>	<b>\$ 15</b>	<b>0.6%</b>
Personnel costs	\$ 115	\$ 133	\$ 18	13.4%
Outside services	14,220	14,024	(196)	-1.4%
Transit operations funding	-	-	-	-
Materials and supplies	-	-	-	-
Energy	1,608	1,610	2	0.1%
Risk management	13	13	-	0.0%
General & administrative	3	5	2	36.2%
Vehicle/facility leases	233	233	(0)	0.0%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	402	402	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 16,594</b>	<b>\$ 16,420</b>	<b>\$ (174)</b>	<b>-1.1%</b>
<b>Operating income (loss)</b>	<b>\$ (14,170)</b>	<b>\$ (14,010)</b>	<b>\$ (160)</b>	<b>-1.1%</b>
<b>Total public support and nonoperating revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (14,170)</b>	<b>\$ (14,010)</b>	<b>\$ (160)</b>	<b>1.1%</b>

**OPERATIONS  
CORONADO FERRY**

**COMPARISON TO BUDGET - FISCAL YEAR 2019**

**APRIL 30, 2019**

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

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	-	-	-	-
<b>Total Operating Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
Personnel costs	\$ -	\$ -	\$ -	-
Outside services	181	181	-	0.0%
Transit operations funding	-	-	-	-
Materials and supplies	-	-	-	-
Energy	-	-	-	-
Risk management	-	-	-	-
General & administrative	-	-	-	-
Vehicle/facility leases	-	-	-	-
Amortization of net pension asset	-	-	-	-
Administrative Allocation	-	-	-	-
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 181</b>	<b>\$ 181</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Operating income (loss)</b>	<b>\$ (181)</b>	<b>\$ (181)</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Total public support and nonoperating revenues</b>	<b>183</b>	<b>217</b>	<b>(34)</b>	<b>-15.5%</b>
<b>Income (loss) before capital contributions</b>	<b>\$ 2</b>	<b>\$ 36</b>	<b>\$ (34)</b>	<b>-93.2%</b>

**ADMINISTRATION  
CONSOLIDATED**

**COMPARISON TO BUDGET - FISCAL YEAR 2019**

**APRIL 30, 2019**

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

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	15,225	15,023	202	1.3%
<b>Total Operating Revenue</b>	<b>\$ 15,225</b>	<b>\$ 15,023</b>	<b>\$ 202</b>	<b>1.3%</b>
Personnel costs	\$ 17,739	\$ 17,509	\$ (230)	-1.3%
Outside services	12,719	12,403	(315)	-2.5%
Transit operations funding	-	-	-	-
Materials and supplies	17	13	(4)	-28.3%
Energy	679	692	12	1.8%
Risk management	319	320	1	0.5%
General & administrative	3,029	3,009	(20)	-0.7%
Vehicle/facility leases	137	140	3	2.1%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	(20,460)	(20,460)	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 14,179</b>	<b>\$ 13,626</b>	<b>\$ (552)</b>	<b>-4.1%</b>
<b>Operating income (loss)</b>	<b>\$ 1,046</b>	<b>\$ 1,397</b>	<b>\$ (350)</b>	<b>25.1%</b>
<b>Total public support and nonoperating revenues</b>	<b>(629)</b>	<b>(656)</b>	<b>27</b>	<b>-4.2%</b>
<b>Income (loss) before capital contributions</b>	<b>\$ 417</b>	<b>\$ 740</b>	<b>\$ (323)</b>	<b>-43.6%</b>

OTHER ACTIVITIES  
CONSOLIDATED

## COMPARISON TO BUDGET - FISCAL YEAR 2019

APRIL 30, 2019

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	1,124	1,114	10	0.9%
<b>Total Operating Revenue</b>	<b>\$ 1,124</b>	<b>\$ 1,114</b>	<b>\$ 10</b>	<b>0.9%</b>
Personnel costs	\$ 675	\$ 685	\$ 10	1.5%
Outside services	104	131	27	20.5%
Transit operations funding	-	-	-	-
Materials and supplies	0	1	0	42.0%
Energy	16	17	1	4.9%
Risk management	62	74	12	16.1%
General & administrative	111	111	0	0.0%
Vehicle/facility leases	19	19	0	0.2%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	56	56	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 1,044</b>	<b>\$ 1,094</b>	<b>\$ 50</b>	<b>4.6%</b>
<b>Operating income (loss)</b>	<b>\$ 80</b>	<b>\$ 20</b>	<b>\$ 60</b>	<b>-299.5%</b>
<b>Total public support and nonoperating revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Income (loss) before capital contributions</b>	<b>\$ 80</b>	<b>\$ 20</b>	<b>\$ 60</b>	<b>299.5%</b>



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## Agenda Item No. 61

### Chief Executive Officer's Report

June 13, 2019

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 April 30, 2019 through May 31, 2019.

\*Please note additional reporting of purchase orders that is now possible with the new SAP Enterprise Resource Planning system.

\*\*Also attached is a report of a non-competitive contract award under "immediate remedial measures" exception.

#### CEO Travel Report (since last Board meeting)

May 18 – 21: APTA Mobility Conference in Louisville, KY

June 6 – 8: Transportation Research Board TOPS Meeting in Woods Hole, MA

#### Board Member Travel Report (since last Board meeting)

N/A





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To: Board of Directors  
From: Paul Jablonski, Chief Executive Officer and Samuel Elmer, Manager of Procurement  
Date: June 13, 2019  
Subject: Emergency Work Performed by ServPro

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### **Legal and Policy Authority for Emergency Procurements**

MTS's enabling legislation, Public Utilities Code (PUC) sections 120000 et seq, includes a general requirement to competitively bid contracts for goods and services (see PUC § 120222). One exception to this requirement is in the event of an emergency:

120224.1. (a) Upon determining that immediate remedial measures to avert or alleviate damage to, or to repair or restore damaged or destroyed property of, the board are necessary in order to insure that the facilities of the board are available to serve the transportation needs of the general public or to comply with any state or federal regulation with respect to the operation of public transportation services, and upon determining that available remedial measures, including procurement in compliance with Sections 120222, and 120223, are inadequate, the general manager or chief executive officer may authorize the expenditure of money previously appropriated by the board specifically for the direct purchases of goods and services, without observance of the provisions of those sections.

(b) The general manager or chief executive officer, after the expenditure authorized under subdivision (a) has been made, shall submit to the board a full report explaining the necessity for that action.

MTS Board Policy No. 41 grants the CEO authority to award any contracts valued at up to \$100,000. Section 41.4.4 recognizes that emergency situations may require the CEO to authorize contract change orders over \$100,000. PUC 120224.1 recognizes the same exception may be required for original contracts.

**41.4.4 Change Orders.** A contract change order is a change within the original scope of the contract. Contract change orders costing \$100,000 or less may be approved by the Chief Executive Officer. Contract change orders costing more than \$100,000 may be approved by the Board of Directors. Any change order costing more than \$100,000 that requires immediate approval due to: an emergency involving public safety; liability to MTS; unacceptable delay to the project; or substantial cost increase, shall receive immediate concurrence from the Chief Executive Officer and report such action to the Board of Directors at its next meeting.



This memorandum is intended to report to the Board the actions taken to mitigate damages to MTS facilities and equipment as a result of a storm on December 6, 2018.

### **Emergency Event Requiring Immediate Remedial Measures**

On the evening of December 6, 2018, a major weather event caused significant flooding in the LRV Maintenance Facility Building C and the Taxi Administration building. The flooding impacted the agency's ability to operate and immediate action had to be taken to mitigate the damage and bring the agency back to operational readiness. Water filled LRV maintenance pits, flooded offices, and damaged equipment. Some of the water that intruded into the LRV maintenance facility was contaminated by nearby portable toilets serving the Newton Avenue homeless shelter. The CEO authorized staff to proceed under an emergency procurement process to remove flood waters, assess and remediate any environmental or occupational hazards caused by the flooding, and to repair and restore the facilities to a safe and operational condition as quickly as possible. Contracts were issued to service providers that were qualified, ready and available to respond immediately. Staff has worked closely with MTS's insurance provider to receive authorization or approval for certain contracts, to ensure the price paid is considered fair and reasonable by both MTS staff and insurance representatives experienced in auditing such costs.

A report on various emergency contracts issued in response to this event was submitted to the Board on February 14, 2019 (AI 61). One contract on that list was a water remediation purchase order to ServPro for \$232,088.37.

ServPro was contacted as the first available contractor to begin flood repairs for MTS to continue operations. The following areas were in need of flood repair services;

1. Taxi Inspection Facility
2. Taxicab Administration
3. Building C offices and maintenance area(first floor).

At that time, \$232,088.37 was MTS's best estimate, based on information from ServPro and MTS's insurance adjuster, on the costs to repair these facilities and resume full operations. Today's report relates to additional amounts totaling \$124,604.91 paid by MTS to complete this work.

The ServPro scope of work included cutting a 24 inch section of drywall around a majority of the interior walls in the buildings, drying and treating the interior wall, and then repairs the wall to its original state. In addition, water had to be extracted all carpet and flooring had to be removed, the areas containing asbestos had to be tested, remediated, and then retested for air clearance. The remediation process began as soon as the flood waters were drained and contractor was able secure materials. Because of the size of the buildings, areas were completed in phases and the construction timeline was weeks not days. Due to the age of the building and the extensive area affected, the exact cost was indeterminable during the original inspection. Initial undiscovered water damaged areas and the discovery of asbestos and mold (requiring additional remediation) were all additional and unforeseen costs.

The total value of the additional work amounted to \$124,640.91 (w/retention). These repairs were completed in March and were all part of the necessary repairs needed to completely release MTS's offices back to service. The insurance adjusters and ServPro have been negotiating rates and quantities for the past 2-3 months which has caused significant delay to establishing the final payment amounts. MTS costs for repairs related to this flood event exceed \$3.1 million. These costs are being reimbursed by MTS's insurance carrier, less a \$250,000 deductible.



EXPENSE CONTRACTS				
Doc #	Organization	Subject	Amount	Day
B0201.7-99	COAST UNITED ADVERTISING	PURCHASE 122 ALREADY INSTALLED BENCHES	\$24,100.00	5/1/2019
G2151.1-18	EDCO	PICK UP WOODEN PALLETS AT KMD	\$26,821.92	5/1/2019
PWL246.3-18	HAZARD CONSTRUCTION	QC ALLOWANCE	\$71,936.00	5/2/2019
PWL204.0-167504-42.2	ABC CONSTRUCTION	EL CAJON TRANSIT CENTER	\$7,799.44	5/2/2019
B0688.3-18	NEW FLYER OF AMERICA	ADD TRAINING FOR 6 ELECTRIC BUSES	\$87,961.95	5/2/2019
L0914.15-10	SIEMENS	OPTION REVISED DELIVERY SCHEDULE	\$0.00	5/7/2019
G1844.3-16	PRUDENTIAL OVERALL SUPPLY	ADDING 2 ADDITIONAL PATCHES	\$14,740.00	5/7/2019
G1946.0-17-AE-40	GLOBAL SIGNALS	ADDITIONAL ENGINEERING & DESIGN SUPPORT	\$49,016.20	5/7/2019
PWG225.3-17	COMFORT MECHANICAL	INCREASE UNSCHEDULED REPAIR ALLOWANCE	\$11,000.00	5/8/2019
G1947.0-17-AE-05.03	HDR INC	ADDS DESIGN ELEMENTS TO SCOPE OF WORK	\$8,509.74	5/8/2019
PWL234.0-177503-48	ABC CONSTRUCTION	IAD CREWROOM EXTERIOR REHAB	\$70,079.41	5/9/2019
PWL234.0-177503-57	ABC CONSTRUCTION	FV ELEVATOR SUMP PUMP REPLACEMENT	\$5,712.60	5/9/2019
PWG238.0-177502-04	SELECT ELECTRIC	CONST SERVICES LIGHTING 12TH & IMPERIAL	\$10,281.37	5/9/2019
G2016.0-17-CM001	TRC ENGINEERS	WOA2016-CM001.1	\$94,678.48	5/14/2019
PWL234.0-177503-54	ABC CONSTRUCTION	IAD CREWROOM RESTROOM REHAB	\$59,379.96	5/14/2019
G2053.0-18.10	CIVILIAN	NEXT GENERATION FARE SYSTEM BRAND DEVELOPMENT	\$99,999.00	5/14/2019
G2053.0-18.11	CIVILIAN	ELEVATE SD COMMUNITY OUTREACH	\$48,600.00	5/14/2019
B0647.1-16	AXLETECH INTERNATIONAL	EXERCISE BOTH OPTION YEARS GROUP A	\$74,887.25	5/16/2019
B0651.1-16	GILLIG	EXERCISE BOTH OPTION YEARS GROUP H	\$90,183.35	5/17/2019
PWG253.2-18	ACM LIGHTING SERVICES	EXERCISE OPTION YEARS 1 & 2	\$48,743.20	5/20/2019
G1983.2-17	RED TRUCK FIRE & CO	ADD FUNDS	\$6,648.16	5/22/2019
PWL203.0-16-07.03	HMS CONSTRUCTION	COST FOR ADDITIONAL FENCING FOR PROJECT	\$3,466.15	5/24/2019
G1951.0-17-AE-39	MOTT MCDONALD	ENGINEERING SERVICES FOR NEW EL CAJON TRANSIT	\$44,266.86	5/24/2019
L1456.2-18	WOOJIN IS AMERICA	ADDS 40 TRAIN NUMBERS SIGNS & BRACKETS	\$67,305.00	5/24/2019
G2150.1-18	DRUG TESTING NETWORK	ADD ADDITIONAL TESTING	\$56,315.00	5/29/2019
G1677.3-14	ALLIANT INSURANCE SERVICES	CONTRACT EXTENSION FOR 6 MONTHS	\$54,218.00	5/30/2019

REVENUE CONTRACTS & MOUs				
Doc #	Organization	Subject	Amount	Day
G2268.0-19	MASTERCARD INTERNATIONAL INC	NON DISCLOSURE AGREEMENT	\$0.00	5/1/2019
G2271.0-19	ACE PARKING MANAGEMENT	ROE - MONARCH SCHOOL CHARITY	\$0.00	5/1/2019
G2270.0-19	VAULT PK	ROE - PYRAMID BUILDING	\$0.00	5/1/2019
G2269.0-19	COX COMMUNICATIONS	ROE - 1501 NATIONAL AVE	\$0.00	5/7/2019
S200-19-704	TETRA TECH	ROE - EAST HARBOR DRIVE	\$750.00	5/9/2019
L1506.0-19	DAVEY TREE	DROE - DOWNTON SAN DIEGO	\$1,500.00	5/9/2019
G2264.0-19	GUAJOME PARK ACADEMY	COMPASS CARD - GUAJOME PARK ACADEMY	\$0.00	5/14/2019
B0705.0-19	THE NEW BLACK CREATIVE	ROE - PARK BLVD AND RUSS BLVD	\$750.00	5/14/2019
L5816.0-19	SD COUNTY REGIONAL AIRPORT AUTH	JROE - SASSAFRAS ST	\$1,575.00	5/14/2019
L6784.0-19	TY LIN INTERNATIONAL	JROE- MILEPOST 251 AND 253	\$1,650.00	5/14/2019
G2277.0-20	SD MARRIOTT HOTEL & MARINA	ECO PASS - FY20	\$64,336.00	5/16/2019
G2283.0-19	ESTEFANIA CERDA	PARTNERSHIP BETWEEN MTS & MCFARLANE PROMOTIONS	\$0.00	5/20/2019
G2286.0-19	NCTD	ROLLING STOCK LEASE AGREEMENT	\$18,000.00	5/21/2019
L0901.0-10.86	BRICEHOUSE STATION	ARENA PHARMACEUTICALS	\$3,500.00	5/21/2019
L0901.0-10.87	BRICEHOUSE STATION	DJP ENTERTAINMENT	\$5,000.00	5/21/2019
L0901.0-10.85	BRICEHOUSE STATION	LEADING AGE	\$10,800.00	5/21/2019
G2257.0-19	SAN DIEGO EARTH WORKS	PARTNERSHIP BETWEEN MTS & SD EARTH WORKS	\$2,500.00	5/22/2019
L5820.0-19	COMPETITOR GROUP	JROE - ROCK AND ROLL MARATHON	\$750.00	5/22/2019
L6777.3-18	JAMES W FOWLER	JROE - SORRENTO VALLEY PARKING LOT	\$750.00	5/22/2019
L5808.1-18	KTA CONSTRUCTION	JROE - CITY OF SAN DIEGO	\$750.00	5/24/2019
S200.19-695	HP COMMUNICATIONS	ROE - 32ND AND IMPERIAL AVE	\$1,575.00	5/24/2019
L1508.0-19	RD INSTALLATIONS	ROE - NEWTON AVE	\$1,500.00	5/24/2019
S200-19-706	CITY OF LA MESA	ROE - LA MESA FLAG DAY	\$0.00	5/28/2019
G2276.0-20	OMNI SAN DIEGO HOTEL	FY20 ECO PASS CONTRACT	\$33,456.80	5/29/2019

**Purchase Orders**

<b>PO Number</b>	<b>PO Date</b>	<b>Name</b>	<b>Prime Business Certification</b>	<b>Material Group</b>	<b>PO Value</b>	<b>DBE Subcontracted Amount</b>	<b>Non DBE Subcontracted Amount</b>
4400000569	4/30/2019	W.W. Grainger Inc		G130-SHOP TOOLS	481.82	-	-
4400000570	4/30/2019	Office Depot		G200-OFFICE SUPPLIES	91.89	-	-
4400000571	5/1/2019	Office Depot		G200-OFFICE SUPPLIES	120.24	-	-
4400000572	5/2/2019	Office Depot		G200-OFFICE SUPPLIES	34.39	-	-
4400000573	5/2/2019	Office Depot		G200-OFFICE SUPPLIES	1,035.68	-	-
4400000574	5/2/2019	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	27.60	-	-
4400000575	5/2/2019	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	70.43	-	-
4400000576	5/3/2019	W.W. Grainger Inc		G130-SHOP TOOLS	784.61	-	-
4400000577	5/3/2019	Office Depot		G200-OFFICE SUPPLIES	157.13	-	-
4400000578	5/3/2019	Office Depot		G200-OFFICE SUPPLIES	208.28	-	-
4400000579	5/6/2019	Office Depot		G200-OFFICE SUPPLIES	14.90	-	-
4400000580	5/6/2019	Office Depot		G200-OFFICE SUPPLIES	62.32	-	-
4400000581	5/7/2019	Office Depot		G200-OFFICE SUPPLIES	59.87	-	-
4400000582	5/7/2019	Office Depot		G200-OFFICE SUPPLIES	99.93	-	-
4400000583	5/8/2019	Office Depot		G200-OFFICE SUPPLIES	246.71	-	-
4400000584	5/9/2019	Office Depot		G200-OFFICE SUPPLIES	105.25	-	-
4400000585	5/9/2019	Office Depot		G200-OFFICE SUPPLIES	98.36	-	-
4400000586	5/9/2019	Office Depot		G200-OFFICE SUPPLIES	1,587.18	-	-
4400000587	5/9/2019	W.W. Grainger Inc		T110-TRACK, RAIL	36.74	-	-
4400000588	5/10/2019	W.W. Grainger Inc		M140-WAYSIDE SIGNALS	14.01	-	-
4400000589	5/10/2019	Office Depot		G200-OFFICE SUPPLIES	98.36	-	-
4400000590	5/14/2019	W.W. Grainger Inc		M140-WAYSIDE SIGNALS	156.93	-	-
4400000591	5/14/2019	Office Depot		G200-OFFICE SUPPLIES	56.60	-	-
4400000592	5/15/2019	Office Depot		G200-OFFICE SUPPLIES	116.24	-	-
4400000593	5/16/2019	Office Depot		G200-OFFICE SUPPLIES	298.91	-	-
4400000594	5/17/2019	W.W. Grainger Inc		B250-BUS REPAIR PARTS	165.67	-	-
4400000595	5/17/2019	Office Depot		G200-OFFICE SUPPLIES	1,396.35	-	-
4400000596	5/20/2019	Office Depot		G200-OFFICE SUPPLIES	98.36	-	-
4400000597	5/20/2019	Office Depot		G200-OFFICE SUPPLIES	101.95	-	-
4400000598	5/21/2019	Office Depot		G200-OFFICE SUPPLIES	56.02	-	-
4400000599	5/22/2019	W.W. Grainger Inc		F150-DOORS, OVERHEAD	336.84	-	-
4400000600	5/22/2019	Office Depot		G200-OFFICE SUPPLIES	77.65	-	-
4400000601	5/22/2019	Office Depot		G200-OFFICE SUPPLIES	450.73	-	-
4400000602	5/23/2019	Office Depot		G200-OFFICE SUPPLIES	99.54	-	-
4400000603	5/23/2019	Office Depot		G200-OFFICE SUPPLIES	1,031.78	-	-
4400000604	5/24/2019	Office Depot		G200-OFFICE SUPPLIES	116.86	-	-
4400000605	5/24/2019	Office Depot		G200-OFFICE SUPPLIES	214.14	-	-
4400000606	5/29/2019	Office Depot		G200-OFFICE SUPPLIES	260.98	-	-
4400000607	5/29/2019	Office Depot		G200-OFFICE SUPPLIES	785.86	-	-
4400000608	5/30/2019	W.W. Grainger Inc		F140-SHELVING AND RACK	809.78	-	-
4400000609	5/31/2019	Office Depot		G200-OFFICE SUPPLIES	238.73	-	-
4400000610	5/31/2019	Office Depot		G200-OFFICE SUPPLIES	156.22	-	-
4400000611	5/31/2019	Office Depot		G200-OFFICE SUPPLIES	165.14	-	-
4400000612	5/31/2019	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	86.64	-	-
4500024359	4/30/2019	The Lawton Co Inland Empire Inc	DBE	P450-PERSONNEL SVCS	7,850.40	-	-
4500024360	4/30/2019	VCA Animal Hospitals, Inc.		G120-SECURITY	330.82	-	-
4500024361	4/30/2019	VCA Animal Hospitals, Inc.		G120-SECURITY	43.49	-	-
4500024362	4/30/2019	W.W. Grainger Inc		G140-SHOP SUPPLIES	1,978.97	-	-

**Purchase Orders**

<b>PO Number</b>	<b>PO Date</b>	<b>Name</b>	<b>Prime Business Certification</b>	<b>Material Group</b>	<b>PO Value</b>	<b>DBE Subcontracted Amount</b>	<b>Non DBE Subcontracted Amount</b>
4500024363	4/30/2019	Mouser Electronics Inc		R160-RAIL/LRV ELECTRICAL	225.50	-	-
4500024364	4/30/2019	Knorr Brake Company		R220-RAIL/LRV TRUCKS	10,980.81	-	-
4500024365	4/30/2019	Clear Sign & Design Inc		P280-GENERAL SVC AGRMNTS	570.00	-	-
4500024366	4/30/2019	Pape Material Handling		F170-MATL HANDLING EQUIP	3,174.33	-	-
4500024367	4/30/2019	Freeby Signs		B130-BUS BODY	161.64	-	-
4500024368	4/30/2019	Romaine Electric Corporation	Small Business	B250-BUS REPAIR PARTS	1,072.30	-	-
4500024369	4/30/2019	Gillig LLC		B250-BUS REPAIR PARTS	736.11	-	-
4500024371	4/30/2019	HD Supply Construction Supply, LTD.		T150-TRACK, BRIDGES	486.69	-	-
4500024372	4/30/2019	M Power Truck & Diesel Repair		P210-NON-REV VEH REPAIRS	915.54	-	-
4500024373	4/30/2019	West End Holdings Inc		P280-GENERAL SVC AGRMNTS	225.00	-	-
4500024375	5/1/2019	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	489.72	-	-
4500024376	5/1/2019	P & R Paper Supply Company Inc		G180-JANITORIAL SUPPLIES	491.92	-	-
4500024377	5/1/2019	Transit Holdings Inc		B140-BUS CHASSIS	153.96	-	-
4500024378	5/1/2019	Knorr Brake Company		R220-RAIL/LRV TRUCKS	5,879.40	-	-
4500024379	5/1/2019	SC Commercial, LLC		B180-BUS DIESEL	8,703.30	-	-
4500024380	5/1/2019	Curbell Plastics Inc		B130-BUS BODY	825.90	-	-
4500024381	5/1/2019	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	227.18	-	-
4500024382	5/1/2019	W.W. Grainger Inc		B130-BUS BODY	163.27	-	-
4500024383	5/1/2019	CASEI	Small Business	F180-BUILDING MATERIALS	760.72	-	-
4500024384	5/1/2019	Insultech LLC		B200-BUS PWR TRAIN EQUIP	1,102.50	-	-
4500024385	5/1/2019	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	395.91	-	-
4500024386	5/1/2019	Reefco LLC		B110-BUS HVAC SYSTEMS	497.59	-	-
4500024387	5/1/2019	Harbor Diesel & Equipment		G170-LUBRICANTS	2,477.18	-	-
4500024388	5/1/2019	Gillig LLC		B250-BUS REPAIR PARTS	2,305.06	-	-
4500024389	5/1/2019	Harbor Diesel & Equipment		B250-BUS REPAIR PARTS	3,317.08	-	-
4500024390	5/1/2019	Mouser Electronics Inc		B250-BUS REPAIR PARTS	273.26	-	-
4500024391	5/1/2019	Harbor Diesel & Equipment		P190-REV VEHICLE REPAIRS	10,320.20	-	-
4500024392	5/1/2019	Norman Industrial Materials		F110-SHOP/BLDG MACHINERY	544.43	-	-
4500024393	5/1/2019	Harris Stationers, Inc.	Small Business	G200-OFFICE SUPPLIES	14,883.68	-	-
4500024394	5/1/2019	Cummins Pacific LLC		P190-REV VEHICLE REPAIRS	1,171.14	-	-
4500024395	5/1/2019	Kaman Industrial Technologies		B250-BUS REPAIR PARTS	233.77	-	-
4500024396	5/1/2019	Charter Industrial Supply Inc	Small Business	B200-BUS PWR TRAIN EQUIP	638.96	-	-
4500024397	5/1/2019	B & S Graphics Inc		B130-BUS BODY	382.52	-	-
4500024398	5/1/2019	Rush Truck Centers of California		B200-BUS PWR TRAIN EQUIP	315.17	-	-
4500024399	5/1/2019	Delphin Computer Supply	DBE	G200-OFFICE SUPPLIES	872.78	-	-
4500024400	5/1/2019	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	133.87	-	-
4500024401	5/1/2019	Charter Industrial Supply Inc	Small Business	B250-BUS REPAIR PARTS	569.04	-	-
4500024402	5/1/2019	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	2,282.01	-	-
4500024403	5/1/2019	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	2,101.38	-	-
4500024405	5/1/2019	Comfort Mechanical Inc	Small Business	P280-GENERAL SVC AGRMNTS	360.00	-	-
4500024406	5/2/2019	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	16,162.50	-	-
4500024407	5/2/2019	San Diego Seal Inc	Small Business	R120-RAIL/LRV CAR BODY	1,149.51	-	-
4500024408	5/2/2019	Airgas Inc		G190-SAFETY/MED SUPPLIES	1,500.73	-	-
4500024409	5/2/2019	Freeby Signs		B250-BUS REPAIR PARTS	153.43	-	-
4500024410	5/2/2019	Smart Car Care Products Inc		R240-RAIL/LRV REPR PARTS	420.12	-	-
4500024411	5/2/2019	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	35.94	-	-
4500024412	5/2/2019	Cubic Transportation Systems		B190-BUS FARE EQUIP	808.13	-	-
4500024413	5/2/2019	Robcar Corporation	Woman Owned Business	G190-SAFETY/MED SUPPLIES	482.72	-	-

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4500024414	5/2/2019	Transit Holdings Inc		B130-BUS BODY	11,107.19	-	-
4500024415	5/2/2019	Annex Automotive and		F120-BUS/LRV PAINT BOOTHS	2,821.54	-	-
4500024416	5/2/2019	Mission Janitorial Supplies		G180-JANITORIAL SUPPLIES	53.49	-	-
4500024417	5/2/2019	Mouser Electronics Inc		G290-FARE REVENUE EQUIP	352.00	-	-
4500024418	5/2/2019	Kidde Technologies Inc		B200-BUS PWR TRAIN EQUIP	3,060.49	-	-
4500024419	5/2/2019	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	664.21	-	-
4500024420	5/2/2019	Sherwin Williams Company		F120-BUS/LRV PAINT BOOTHS	1,062.36	-	-
4500024421	5/2/2019	Muncie Transit Supply		B160-BUS ELECTRICAL	804.50	-	-
4500024423	5/2/2019	Professional Contractors Supplies		G140-SHOP SUPPLIES	315.63	-	-
4500024424	5/2/2019	Home Depot USA Inc		F180-BUILDING MATERIALS	536.77	-	-
4500024425	5/2/2019	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	6,694.46	-	-
4500024426	5/2/2019	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	166.75	-	-
4500024427	5/2/2019	Office Solutions		G280-FARE MATERIALS	165.51	-	-
4500024428	5/2/2019	OneSource Distributors, LLC		G180-JANITORIAL SUPPLIES	1,061.88	-	-
4500024429	5/2/2019	HI-TEC Enterprises	Small Business	R160-RAIL/LRV ELECTRICAL	3,285.84	-	-
4500024430	5/2/2019	Culligan of San Diego		G140-SHOP SUPPLIES	1,917.60	-	-
4500024431	5/2/2019	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	28,337.42	-	-
4500024432	5/2/2019	SC Commercial, LLC		B180-BUS DIESEL	9,125.48	-	-
4500024433	5/2/2019	Transit Holdings Inc		B130-BUS BODY	28,011.01	-	-
4500024434	5/2/2019	Gillig LLC		B160-BUS ELECTRICAL	1,291.45	-	-
4500024435	5/2/2019	Knorr Brake Co-IFE North America		R140-RAIL/LRV DOORS/RAMP	6,192.29	-	-
4500024436	5/2/2019	Myers & Sons Hi-Way Safety Inc		M130-CROSSING MECHANISM	51.62	-	-
4500024437	5/2/2019	Chromate Industrial Corporation		G150-FASTENERS	1,006.21	-	-
4500024438	5/2/2019	CDW LLC		I110-INFORMATION TECH	5,603.69	-	-
4500024439	5/3/2019	Cummins Pacific LLC		P190-REV VEHICLE REPAIRS	220.00	-	-
4500024440	5/3/2019	Charter Industrial Supply Inc	Small Business	B250-BUS REPAIR PARTS	147.81	-	-
4500024441	5/3/2019	Mouser Electronics Inc		G290-FARE REVENUE EQUIP	2,027.86	-	-
4500024442	5/3/2019	CDW LLC		G220-OFFICE EQUIPMENT	213.70	-	-
4500024443	5/3/2019	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	325.64	-	-
4500024444	5/3/2019	Transit Holdings Inc		B250-BUS REPAIR PARTS	241.10	-	-
4500024445	5/3/2019	W.W. Grainger Inc		B250-BUS REPAIR PARTS	35.69	-	-
4500024446	5/3/2019	Ace Uniforms & Accessories	Small Business	G120-SECURITY	791.97	-	-
4500024447	5/3/2019	Citywide Auto Glass Inc		P210-NON-REV VEH REPAIRS	409.26	-	-
4500024448	5/3/2019	Norman Industrial Materials		B250-BUS REPAIR PARTS	126.09	-	-
4500024449	5/3/2019	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	2,517.28	-	-
4500024450	5/3/2019	Gillig LLC		B200-BUS PWR TRAIN EQUIP	1,970.95	-	-
4500024451	5/3/2019	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	84.15	-	-
4500024452	5/3/2019	Jeyco Products Inc		G150-FASTENERS	99.01	-	-
4500024453	5/3/2019	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	37.66	-	-
4500024454	5/3/2019	Mcmaster-Carr Supply Co		G220-OFFICE EQUIPMENT	4.94	-	-
4500024456	5/6/2019	Freeby Signs		B250-BUS REPAIR PARTS	1,015.66	-	-
4500024457	5/6/2019	OSI Hardware Inc		I110-INFORMATION TECH	3,145.92	-	-
4500024458	5/6/2019	CDW LLC		I110-INFORMATION TECH	85.74	-	-
4500024459	5/6/2019	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	1,974.97	-	-
4500024460	5/6/2019	United Laboratories Inc		G180-JANITORIAL SUPPLIES	358.61	-	-
4500024461	5/6/2019	Center City Printing	Minority Owned Business	G200-OFFICE SUPPLIES	87.28	-	-
4500024462	5/6/2019	United Refrigeration Inc		G170-LUBRICANTS	201.82	-	-
4500024463	5/6/2019	Staples Contract & Commercial Inc		G210-OFFICE FURNITURE	357.28	-	-

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4500024464	5/6/2019	HI-TEC Enterprises	Small Business	R220-RAIL/LRV TRUCKS	3,986.75	-	-
4500024465	5/6/2019	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	249.78	-	-
4500024466	5/6/2019	Grah Safe & Lock Inc	Small Business	M110-SUB STATION	895.84	-	-
4500024467	5/6/2019	Sunroad Automotive Collision Center		P210-NON-REV VEH REPAIRS	2,613.34	-	-
4500024468	5/6/2019	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	3,093.52	-	-
4500024469	5/6/2019	Vern Rose Inc		G140-SHOP SUPPLIES	113.78	-	-
4500024470	5/6/2019	ASPEN Refrigerants Inc		G140-SHOP SUPPLIES	820.25	-	-
4500024471	5/6/2019	West End Holdings Inc		P280-GENERAL SVC AGRMNTS	840.00	-	-
4500024472	5/6/2019	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	5,725.98	-	-
4500024473	5/6/2019	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	181.89	-	-
4500024474	5/6/2019	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	85,373.57	-	-
4500024475	5/6/2019	Verdugo Testing Co Inc	Minority Owned Business	F200-TANK EQUIPMENT	416.02	-	-
4500024476	5/6/2019	Transit Holdings Inc		B130-BUS BODY	0.01	-	-
4500024477	5/6/2019	Southern Counties Lubricants LLC		G170-LUBRICANTS	9,913.00	-	-
4500024478	5/6/2019	Transit Holdings Inc		B140-BUS CHASSIS	2,687.61	-	-
4500024479	5/7/2019	Cable, Pipe & Leak Detection, Inc.		P280-GENERAL SVC AGRMNTS	950.00	-	-
4500024480	5/7/2019	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	345.44	-	-
4500024482	5/7/2019	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	9,308.47	-	-
4500024483	5/7/2019	Thomas International USA Inc.		P470-NEW EE TESTING	10,385.00	-	-
4500024484	5/7/2019	Webb & Associates Inc		P280-GENERAL SVC AGRMNTS	1,108.24	-	-
4500024485	5/7/2019	W.W. Grainger Inc		B250-BUS REPAIR PARTS	132.14	-	-
4500024486	5/7/2019	W.W. Grainger Inc		P280-GENERAL SVC AGRMNTS	31.40	-	-
4500024487	5/7/2019	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	2,528.78	-	-
4500024488	5/7/2019	Kaman Industrial Technologies		B200-BUS PWR TRAIN EQUIP	618.07	-	-
4500024489	5/7/2019	San Diego Seal Inc	Small Business	R120-RAIL/LRV CAR BODY	2,926.26	-	-
4500024490	5/7/2019	Transit Holdings Inc		B130-BUS BODY	4,724.50	-	-
4500024491	5/7/2019	Rush Truck Centers of California		B140-BUS CHASSIS	587.24	-	-
4500024492	5/7/2019	Cummins Pacific LLC		B250-BUS REPAIR PARTS	924.26	-	-
4500024493	5/7/2019	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	2,087.23	-	-
4500024494	5/7/2019	ERICO International Corporation		M130-CROSSING MECHANISM	262.91	-	-
4500024495	5/7/2019	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	183.50	-	-
4500024496	5/7/2019	VetPowered LLC	Disabled Veteran Business	F110-SHOP/BLDG MACHINERY	440.00	-	-
4500024497	5/7/2019	Transit Holdings Inc		B250-BUS REPAIR PARTS	422.96	-	-
4500024498	5/7/2019	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	22,735.25	-	-
4500024499	5/7/2019	M Power Truck & Diesel Repair		P130-EQUIP MAINT REPR SVC	690.54	-	-
4500024500	5/7/2019	Mcmaster-Carr Supply Co		G140-SHOP SUPPLIES	71.73	-	-
4500024501	5/7/2019	Jeyco Products Inc		B160-BUS ELECTRICAL	128.25	-	-
4500024502	5/7/2019	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	249.98	-	-
4500024503	5/7/2019	Penn Machine Company LLC		F110-SHOP/BLDG MACHINERY	1,001.56	-	-
4500024504	5/7/2019	Transit Holdings Inc		B140-BUS CHASSIS	2,328.13	-	-
4500024505	5/7/2019	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	816.44	-	-
4500024506	5/7/2019	Team One Repair Inc		G290-FARE REVENUE EQUIP	2,918.69	-	-
4500024507	5/7/2019	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	1,865.32	-	-
4500024508	5/7/2019	R.B. Hornberger Co Inc		M150-PWR SWITCHES/LOCKS	686.37	-	-
4500024509	5/7/2019	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	11,312.80	-	-
4500024510	5/7/2019	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	2,330.37	-	-
4500024511	5/7/2019	SC Commercial, LLC		B180-BUS DIESEL	9,417.75	-	-
4500024512	5/7/2019	W.W. Grainger Inc		G170-LUBRICANTS	406.17	-	-

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4500024513	5/7/2019	Kenneth Place		P210-NON-REV VEH REPAIRS	2,311.21	-	-
4500024514	5/7/2019	South Bay Fence Inc	Small Business	F190-LANDSCAPING MAT'LS	3,251.49	-	-
4500024515	5/7/2019	Ral Investment Corp	Small Business	F180-BUILDING MATERIALS	683.26	-	-
4500024516	5/7/2019	Gillig LLC		B250-BUS REPAIR PARTS	68.54	-	-
4500024517	5/7/2019	Mcmaster-Carr Supply Co		M110-SUB STATION	584.86	-	-
4500024518	5/7/2019	West-Lite Supply Co Inc	Small Business	R180-RAIL/LRV LIGHTING	850.93	-	-
4500024519	5/7/2019	Airgas Inc		G140-SHOP SUPPLIES	1,543.28	-	-
4500024520	5/7/2019	Applied Industrial Technologies-CA		G170-LUBRICANTS	1,129.86	-	-
4500024521	5/7/2019	Arm Camco LLC		R160-RAIL/LRV ELECTRICAL	10,803.70	-	-
4500024522	5/7/2019	Citywide Auto Glass Inc		A140-AUTO/TRUCK REPAIR	304.52	-	-
4500024523	5/7/2019	Knorr Brake Company		R220-RAIL/LRV TRUCKS	376.14	-	-
4500024524	5/8/2019	Cummins Pacific LLC		P190-REV VEHICLE REPAIRS	300.82	-	-
4500024525	5/8/2019	San Diego Japanese Community Center		P310-ADVERTISING SERVICES	200.00	-	-
4500024526	5/8/2019	American Seating Company	Small Business	B250-BUS REPAIR PARTS	129.30	-	-
4500024527	5/8/2019	Appleone Employment Services		P370-RISK MANAGEMENT	6,429.60	-	-
4500024528	5/8/2019	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	36.82	-	-
4500024529	5/8/2019	Home Depot USA Inc		G190-SAFETY/MED SUPPLIES	63.88	-	-
4500024530	5/8/2019	Schunk Carbon Technology LLC		G170-LUBRICANTS	15,814.74	-	-
4500024531	5/8/2019	Chromate Industrial Corporation		G150-FASTENERS	626.45	-	-
4500024532	5/8/2019	Corky's Pest Control, inc.		P110-BLDG MAINTENANCE	9,470.00	-	-
4500024533	5/8/2019	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	289.66	-	-
4500024534	5/8/2019	Tribologik Corporation		G140-SHOP SUPPLIES	2,344.64	-	-
4500024535	5/8/2019	IPC (USA), Inc.		A120-AUTO/TRUCK GASOLINE	28,605.60	-	-
4500024536	5/8/2019	Gillig LLC		B250-BUS REPAIR PARTS	818.13	-	-
4500024537	5/8/2019	Neopost USA Inc		G220-OFFICE EQUIPMENT	1,288.14	-	-
4500024538	5/8/2019	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	62,340.94	-	-
4500024539	5/8/2019	Professional Contractors Supplies		G140-SHOP SUPPLIES	420.95	-	-
4500024540	5/8/2019	Charter Industrial Supply Inc	Small Business	B200-BUS PWR TRAIN EQUIP	167.20	-	-
4500024541	5/8/2019	SHI International Corp	Woman Owned Business	I110-INFORMATION TECH	4,662.50	-	-
4500024542	5/8/2019	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	1,704.21	-	-
4500024543	5/8/2019	Protrak Service Ltd		P130-EQUIP MAINT REPR SVC	220.91	-	-
4500024544	5/8/2019	Cable, Pipe & Leak Detection, Inc.		P280-GENERAL SVC AGRMNTS	230.00	-	-
4500024545	5/8/2019	Steven Timme		G230-PRINTED MATERIALS	859.96	-	-
4500024546	5/8/2019	Global Signals Group, Inc.		P520-A & E/DESIGN	49,177.82	-	-
4500024547	5/8/2019	Susan Shepard	DBE	P310-ADVERTISING SERVICES	2,133.45	-	-
4500024548	5/9/2019	CDW LLC		G200-OFFICE SUPPLIES	372.77	-	-
4500024549	5/9/2019	HI-TEC Enterprises	Small Business	R180-RAIL/LRV LIGHTING	484.88	-	-
4500024550	5/9/2019	Team One Repair Inc		G290-FARE REVENUE EQUIP	1,096.20	-	-
4500024551	5/9/2019	Reid and Clark Screen Arts Co		G120-SECURITY	260.22	-	-
4500024552	5/9/2019	Uline		G200-OFFICE SUPPLIES	847.64	-	-
4500024553	5/9/2019	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	915.26	-	-
4500024554	5/9/2019	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	2,034.44	-	-
4500024555	5/9/2019	Transit Holdings Inc		B250-BUS REPAIR PARTS	276.40	-	-
4500024556	5/9/2019	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	4,170.07	-	-
4500024557	5/9/2019	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	308.38	-	-
4500024558	5/9/2019	Knorr Brake Company		R220-RAIL/LRV TRUCKS	1,874.91	-	-
4500024559	5/9/2019	M Power Truck & Diesel Repair		P210-NON-REV VEH REPAIRS	465.00	-	-
4500024560	5/9/2019	Transit Holdings Inc		B160-BUS ELECTRICAL	2,672.07	-	-

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4500024561	5/9/2019	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	17,551.40	-	-
4500024562	5/9/2019	United Fastener Inc		R220-RAIL/LRV TRUCKS	711.15	-	-
4500024563	5/9/2019	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	117.99	-	-
4500024564	5/9/2019	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	402.42	-	-
4500024565	5/9/2019	Chromate Industrial Corporation		G150-FASTENERS	466.65	-	-
4500024566	5/9/2019	Transit Holdings Inc		B250-BUS REPAIR PARTS	318.62	-	-
4500024567	5/9/2019	Cembre Inc		M170-IMPEDANCE BOND	1,486.95	-	-
4500024568	5/9/2019	Select Electric, Inc.	Minority Owned Business	M180-STATION ELECTRICAL	10,281.37	-	-
4500024569	5/9/2019	The Gordian Group, Inc.		M180-STATION ELECTRICAL	276.25	-	-
4500024570	5/10/2019	Transit Holdings Inc		B130-BUS BODY	2,842.96	-	-
4500024571	5/10/2019	TAKKT America Holding Inc		G210-OFFICE FURNITURE	2,485.19	-	-
4500024572	5/10/2019	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	1,513.73	-	-
4500024573	5/10/2019	Supreme Oil Company		B180-BUS DIESEL	9,222.90	-	-
4500024574	5/10/2019	Airgas Inc		G190-SAFETY/MED SUPPLIES	695.18	-	-
4500024575	5/10/2019	HI-TEC Enterprises	Small Business	R140-RAIL/LRV DOORS/RAMP	237.05	-	-
4500024576	5/10/2019	Kaman Industrial Technologies		B140-BUS CHASSIS	1,119.66	-	-
4500024577	5/10/2019	Reid and Clark Screen Arts Co		G140-SHOP SUPPLIES	2,184.14	-	-
4500024578	5/10/2019	Neopart Transit LLC		B200-BUS PWR TRAIN EQUIP	1,229.33	-	-
4500024579	5/10/2019	Western-Cullen-Hayes Inc		M130-CROSSING MECHANISM	7,214.94	-	-
4500024580	5/10/2019	Chingon Custom Metal Fabrication		G130-SHOP TOOLS	1,318.86	-	-
4500024581	5/13/2019	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	66.97	-	-
4500024582	5/13/2019	RR Donnelley and Sons Co		P400-FINANCIAL & AUDIT	1,443.36	-	-
4500024583	5/13/2019	Muncie Transit Supply		B160-BUS ELECTRICAL	936.19	-	-
4500024584	5/13/2019	Mcmaster-Carr Supply Co		P110-BLDG MAINTENANCE	1,682.65	-	-
4500024585	5/13/2019	Gillig LLC		B250-BUS REPAIR PARTS	264.86	-	-
4500024586	5/13/2019	W.W. Grainger Inc		B250-BUS REPAIR PARTS	139.67	-	-
4500024587	5/13/2019	Dartco Transmission		B250-BUS REPAIR PARTS	1,159.96	-	-
4500024588	5/13/2019	Wesco Distribution Inc		F110-SHOP/BLDG MACHINERY	67.34	-	-
4500024589	5/13/2019	Kaman Industrial Technologies		F110-SHOP/BLDG MACHINERY	11.23	-	-
4500024590	5/13/2019	Transit Holdings Inc		B250-BUS REPAIR PARTS	789.30	-	-
4500024591	5/13/2019	Southern Counties Lubricants LLC		F110-SHOP/BLDG MACHINERY	2,044.56	-	-
4500024592	5/13/2019	MCAS Miramar Vet		G120-SECURITY	242.68	-	-
4500024593	5/13/2019	Ahlee Backflow Service	Small Business	P120-BLDG/FACILITY REPRS	639.22	-	-
4500024594	5/13/2019	Sherwin Williams Company		F120-BUS/LRV PAINT BOOTHS	2,107.66	-	-
4500024595	5/13/2019	IPC (USA), Inc.		A120-AUTO/TRUCK GASOLINE	26,192.00	-	-
4500024596	5/13/2019	JKL Cleaning Systems		F110-SHOP/BLDG MACHINERY	1,964.19	-	-
4500024597	5/13/2019	Kaman Industrial Technologies		B250-BUS REPAIR PARTS	2,077.86	-	-
4500024598	5/13/2019	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	8,506.35	-	-
4500024599	5/13/2019	FinishMaster Inc		F120-BUS/LRV PAINT BOOTHS	2,976.92	-	-
4500024600	5/13/2019	Annex Automotive and		F120-BUS/LRV PAINT BOOTHS	1,338.41	-	-
4500024601	5/13/2019	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	12,127.27	-	-
4500024602	5/13/2019	Knorr Brake Company		R160-RAIL/LRV ELECTRICAL	31,707.41	-	-
4500024603	5/13/2019	Dellner Inc		R130-RAIL/LRV COUPLER	34,714.36	-	-
4500024604	5/13/2019	Team One Repair Inc		G290-FARE REVENUE EQUIP	2,258.33	-	-
4500024606	5/13/2019	PrideStaff Inc	DBE	P280-GENERAL SVC AGRMNTS	7,648.00	-	-
4500024607	5/13/2019	W.W. Grainger Inc		G160-PAINTS & CHEMICALS	297.66	-	-
4500024608	5/13/2019	ASPEN Refrigerants Inc		R170-RAIL/LRV HVAC	546.30	-	-
4500024609	5/13/2019	Municipal Information Technology		I110-INFORMATION TECH	195.00	-	-



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<b>PO Number</b>	<b>PO Date</b>	<b>Name</b>	<b>Prime Business Certification</b>	<b>Material Group</b>	<b>PO Value</b>	<b>DBE Subcontracted Amount</b>	<b>Non DBE Subcontracted Amount</b>
4500024610	5/13/2019	CDW LLC		I110-INFORMATION TECH	770.89	-	-
4500024611	5/13/2019	CDW LLC		I110-INFORMATION TECH	3,482.25	-	-
4500024612	5/13/2019	Sacramento Computer Power, Inc.	Small Business	I110-INFORMATION TECH	4,011.00	-	-
4500024613	5/14/2019	OSI Hardware Inc		I110-INFORMATION TECH	3,501.88	-	-
4500024614	5/14/2019	San Diego North Chamber of Commerce		P310-ADVERTISING SERVICES	700.00	-	-
4500024615	5/14/2019	City of Chula Vista		P410-CONSULTING	36,000.00	-	-
4500024616	5/14/2019	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	452.23	-	-
4500024617	5/14/2019	Santee Chamber of Commerce		P310-ADVERTISING SERVICES	595.00	-	-
4500024618	5/14/2019	SC Commercial, LLC		B180-BUS DIESEL	8,703.30	-	-
4500024619	5/14/2019	Harbor Diesel & Equipment		G170-LUBRICANTS	9,908.70	-	-
4500024620	5/14/2019	Barry Sandler Enterprises	Small Business	G180-JANITORIAL SUPPLIES	963.29	-	-
4500024621	5/14/2019	Rush Truck Centers of California		F180-BUILDING MATERIALS	484.88	-	-
4500024622	5/14/2019	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	324.22	-	-
4500024623	5/14/2019	Transit Holdings Inc		B130-BUS BODY	9,304.78	-	-
4500024624	5/14/2019	Neopart Transit LLC		B130-BUS BODY	301.64	-	-
4500024625	5/14/2019	Gillig LLC		B140-BUS CHASSIS	3,048.48	-	-
4500024626	5/14/2019	Gillig LLC		B130-BUS BODY	9,882.29	-	-
4500024627	5/14/2019	Kurt Morgan		G200-OFFICE SUPPLIES	1,355.73	-	-
4500024628	5/14/2019	Transit Holdings Inc		B140-BUS CHASSIS	3,497.78	-	-
4500024629	5/14/2019	San Diego Friction Products, Inc.		B140-BUS CHASSIS	2,224.13	-	-
4500024630	5/14/2019	Cummins Pacific LLC		B250-BUS REPAIR PARTS	176.28	-	-
4500024631	5/14/2019	Transit Holdings Inc		B250-BUS REPAIR PARTS	949.17	-	-
4500024632	5/14/2019	Muncie Transit Supply		B160-BUS ELECTRICAL	37.10	-	-
4500024633	5/14/2019	Gillig LLC		B250-BUS REPAIR PARTS	1,080.47	-	-
4500024634	5/14/2019	Warren Communications Inc		P310-ADVERTISING SERVICES	1,386.00	-	-
4500024635	5/14/2019	Edward A. Verdugo		P310-ADVERTISING SERVICES	1,320.00	-	-
4500024636	5/14/2019	San Diego Chinese Tribune		P310-ADVERTISING SERVICES	760.00	-	-
4500024637	5/14/2019	San Diego Union Tribune LLC		P310-ADVERTISING SERVICES	2,322.00	-	-
4500024638	5/15/2019	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	23.68	-	-
4500024639	5/15/2019	Freeby Signs		B250-BUS REPAIR PARTS	1,964.28	-	-
4500024641	5/15/2019	R.S. Hughes Co Inc		B130-BUS BODY	2,723.45	-	-
4500024642	5/15/2019	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	2,145.42	-	-
4500024644	5/15/2019	Golden State Supply LLC		P210-NON-REV VEH REPAIRS	201.48	-	-
4500024645	5/15/2019	Carlos Guzman Inc		R120-RAIL/LRV CAR BODY	5,500.00	-	-
4500024646	5/15/2019	Wayne Harmeier Inc		B140-BUS CHASSIS	883.56	-	-
4500024647	5/15/2019	Citywide Auto Glass Inc		R120-RAIL/LRV CAR BODY	374.97	-	-
4500024648	5/15/2019	Willy's Electronic Supply Co	Small Business	B160-BUS ELECTRICAL	620.64	-	-
4500024649	5/15/2019	Mission Janitorial Supplies		G180-JANITORIAL SUPPLIES	886.43	-	-
4500024650	5/15/2019	Gillig LLC		B130-BUS BODY	1,344.61	-	-
4500024651	5/15/2019	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	312.61	-	-
4500024652	5/15/2019	Golden State Supply LLC		G140-SHOP SUPPLIES	52.72	-	-
4500024653	5/15/2019	Rick Busch		G180-JANITORIAL SUPPLIES	134.69	-	-
4500024654	5/15/2019	Culligan of San Diego		G140-SHOP SUPPLIES	1,978.80	-	-
4500024655	5/15/2019	Battery Systems Inc	Small Business	B160-BUS ELECTRICAL	8,287.88	-	-
4500024656	5/15/2019	Allied Refrigeration Inc	Small Business	B250-BUS REPAIR PARTS	167.84	-	-
4500024657	5/15/2019	Genuine Parts Co		B250-BUS REPAIR PARTS	107.66	-	-
4500024658	5/15/2019	Cubic Transportation Systems		G290-FARE REVENUE EQUIP	23,856.51	-	-
4500024659	5/15/2019	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	48.92	-	-

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4500024660	5/15/2019	Robcar Corporation	Woman Owned Business	G110-BUS/TROLLEY SIGNAGE	91.59	-	-
4500024661	5/15/2019	Padre Janitorial Supplies Inc	Small Business	M140-WAYSIDE SIGNALS	146.38	-	-
4500024662	5/15/2019	Transit Holdings Inc		B140-BUS CHASSIS	2,370.08	-	-
4500024663	5/15/2019	Imperial College Projects Limited		P410-CONSULTING	23,500.00	-	-
4500024664	5/15/2019	Jeyco Products Inc		G170-LUBRICANTS	250.40	-	-
4500024665	5/15/2019	Christopher O'Connell		P310-ADVERTISING SERVICES	250.00	-	-
4500024666	5/16/2019	Battery Power Inc.		B160-BUS ELECTRICAL	8,886.82	-	-
4500024667	5/16/2019	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	10,634.65	-	-
4500024668	5/16/2019	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	1,579.06	-	-
4500024669	5/16/2019	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	726.70	-	-
4500024670	5/16/2019	Airgas Inc		G140-SHOP SUPPLIES	68.13	-	-
4500024671	5/16/2019	Cummins Pacific LLC		P190-REV VEHICLE REPAIRS	300.82	-	-
4500024672	5/16/2019	Conduent Transport Solutions, Inc.		B150-BUS COMM EQUIP.	3,024.76	-	-
4500024673	5/16/2019	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	24,482.96	-	-
4500024674	5/16/2019	Tribologik Corporation		G140-SHOP SUPPLIES	3,709.29	-	-
4500024675	5/16/2019	W. Gessman GMBH		R160-RAIL/LRV ELECTRICAL	13,266.21	-	-
4500024676	5/16/2019	Bay City Equipment Industries Inc	Small Business	M200-YARD FACILITIES	290.01	-	-
4500024677	5/16/2019	TK Services Inc		B110-BUS HVAC SYSTEMS	105.49	-	-
4500024678	5/16/2019	Delphin Computer Supply	DBE	G200-OFFICE SUPPLIES	668.06	-	-
4500024679	5/16/2019	Northwest Pump & Equipment Co		G130-SHOP TOOLS	338.88	-	-
4500024680	5/16/2019	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	9,989.17	-	-
4500024681	5/16/2019	711 Print Enterprises Inc		G120-SECURITY	471.96	-	-
4500024682	5/16/2019	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	617.19	-	-
4500024683	5/16/2019	Wesco Distribution Inc		G270-ELECTRICAL/LIGHTING	114.87	-	-
4500024684	5/16/2019	Midwest Bus Corporation	Small Business	B130-BUS BODY	129.14	-	-
4500024685	5/16/2019	Airgas Inc		G140-SHOP SUPPLIES	164.15	-	-
4500024686	5/16/2019	Vietnamese American Media Corp		P310-ADVERTISING SERVICES	240.00	-	-
4500024687	5/16/2019	C.R. Laurence Co Inc		R120-RAIL/LRV CAR BODY	185.37	-	-
4500024688	5/16/2019	San Diego Friction Products, Inc.		B140-BUS CHASSIS	2,472.87	-	-
4500024689	5/16/2019	Mission Janitorial Supplies		G180-JANITORIAL SUPPLIES	242.87	-	-
4500024690	5/16/2019	The Filipino Press, Inc.		P310-ADVERTISING SERVICES	700.00	-	-
4500024691	5/16/2019	Golden State Supply LLC		G170-LUBRICANTS	143.06	-	-
4500024692	5/16/2019	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	2,023.91	-	-
4500024693	5/16/2019	Latina & Associates Inc.		P310-ADVERTISING SERVICES	1,146.00	-	-
4500024694	5/16/2019	Eckenroth Publications, Inc.		P310-ADVERTISING SERVICES	410.00	-	-
4500024695	5/16/2019	Ridout Plastics Co Inc		G290-FARE REVENUE EQUIP	285.54	-	-
4500024696	5/16/2019	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	85.07	-	-
4500024697	5/16/2019	Kelly Paper Co		G200-OFFICE SUPPLIES	11,852.50	-	-
4500024698	5/16/2019	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	533.69	-	-
4500024699	5/16/2019	Muncie Transit Supply		B130-BUS BODY	1,840.46	-	-
4500024700	5/16/2019	SC Commercial, LLC		B180-BUS DIESEL	9,807.45	-	-
4500024701	5/16/2019	W.W. Grainger Inc		M110-SUB STATION	999.81	-	-
4500024702	5/16/2019	JKL Cleaning Systems		P130-EQUIP MAINT REPR SVC	645.25	-	-
4500024703	5/16/2019	Shilpark Paint Corp.		F180-BUILDING MATERIALS	184.47	-	-
4500024704	5/16/2019	Team One Repair Inc		G290-FARE REVENUE EQUIP	3,192.41	-	-
4500024705	5/16/2019	Professional Contractors Supplies		G140-SHOP SUPPLIES	323.95	-	-
4500024706	5/16/2019	Jankovich Company		G170-LUBRICANTS	1,560.09	-	-
4500024707	5/16/2019	Allied Refrigeration Inc	Small Business	R170-RAIL/LRV HVAC	1,411.61	-	-

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4500024708	5/17/2019	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	2,145.42	-	-
4500024709	5/17/2019	HI-TEC Enterprises	Small Business	R120-RAIL/LRV CAR BODY	128.98	-	-
4500024710	5/17/2019	West-Lite Supply Co Inc	Small Business	R160-RAIL/LRV ELECTRICAL	301.17	-	-
4500024711	5/17/2019	Charter Industrial Supply Inc	Small Business	R220-RAIL/LRV TRUCKS	1,179.87	-	-
4500024712	5/17/2019	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	746.24	-	-
4500024713	5/17/2019	DoAll Company		R230-RAIL/LRV MECHANICAL	2,652.98	-	-
4500024714	5/17/2019	Transit Holdings Inc		B130-BUS BODY	3,999.14	-	-
4500024715	5/17/2019	HI-TEC Enterprises	Small Business	R160-RAIL/LRV ELECTRICAL	51,095.06	-	-
4500024716	5/17/2019	Gillig LLC		B130-BUS BODY	4,916.68	-	-
4500024717	5/17/2019	Neopart Transit LLC		B250-BUS REPAIR PARTS	1,111.20	-	-
4500024718	5/17/2019	Gillig LLC		B250-BUS REPAIR PARTS	1,368.85	-	-
4500024719	5/17/2019	W.W. Grainger Inc		B250-BUS REPAIR PARTS	220.89	-	-
4500024720	5/17/2019	Willy's Electronic Supply Co	Small Business	M180-STATION ELECTRICAL	19.70	-	-
4500024721	5/20/2019	Louis Sardo Upholstery Inc		B130-BUS BODY	2,302.35	-	-
4500024722	5/20/2019	OSI Hardware Inc		I110-INFORMATION TECH	2,806.05	-	-
4500024723	5/20/2019	MetroMedia Inc		P310-ADVERTISING SERVICES	899.00	-	-
4500024724	5/20/2019	Harbor Diesel & Equipment		B250-BUS REPAIR PARTS	1,183.55	-	-
4500024725	5/20/2019	Cummins Pacific LLC		P190-REV VEHICLE REPAIRS	220.00	-	-
4500024726	5/20/2019	Mannis Communications		P310-ADVERTISING SERVICES	890.00	-	-
4500024728	5/20/2019	W.W. Grainger Inc		G140-SHOP SUPPLIES	99.67	-	-
4500024729	5/20/2019	Ace Uniforms & Accessories	Small Business	G240-UNIFORM PROCUREMENT	559.11	-	-
4500024730	5/20/2019	Valley Power Systems Inc		B250-BUS REPAIR PARTS	1,185.25	-	-
4500024731	5/20/2019	Vern Rose Inc		B250-BUS REPAIR PARTS	316.72	-	-
4500024732	5/20/2019	MCAS Miramar Vet		G120-SECURITY	35.00	-	-
4500024733	5/20/2019	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	270.64	-	-
4500024734	5/20/2019	Gillig LLC		B250-BUS REPAIR PARTS	380.98	-	-
4500024735	5/20/2019	Charter Industrial Supply Inc	Small Business	B250-BUS REPAIR PARTS	140.24	-	-
4500024736	5/20/2019	Cummins Pacific LLC		B250-BUS REPAIR PARTS	87.98	-	-
4500024737	5/20/2019	W.W. Grainger Inc		G140-SHOP SUPPLIES	334.64	-	-
4500024738	5/20/2019	Louis Sardo Upholstery Inc		B130-BUS BODY	1,007.47	-	-
4500024739	5/20/2019	Cubic Transportation Systems		B190-BUS FARE EQUIP	1,616.25	-	-
4500024740	5/20/2019	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	2,435.10	-	-
4500024741	5/20/2019	Cembre Inc		M170-IMPEDANCE BOND	1,721.63	-	-
4500024742	5/20/2019	Saft America Inc		R160-RAIL/LRV ELECTRICAL	442.33	-	-
4500024743	5/20/2019	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	1,341.22	-	-
4500024744	5/20/2019	Chromate Industrial Corporation		G150-FASTENERS	787.09	-	-
4500024745	5/20/2019	Communications Supply Corporation		G290-FARE REVENUE EQUIP	1,616.14	-	-
4500024746	5/20/2019	HI-TEC Enterprises	Small Business	R160-RAIL/LRV ELECTRICAL	2,800.50	-	-
4500024747	5/20/2019	Allied Electronics Inc		G130-SHOP TOOLS	203.16	-	-
4500024748	5/20/2019	JKL Cleaning Systems		G140-SHOP SUPPLIES	290.93	-	-
4500024749	5/20/2019	Sportworks Northwest Inc		B130-BUS BODY	568.92	-	-
4500024750	5/20/2019	Siemens Mobility, Inc.		R240-RAIL/LRV REPR PARTS	1,080.95	-	-
4500024751	5/20/2019	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	193.73	-	-
4500024752	5/20/2019	Ask-Inttag LLC		G280-FARE MATERIALS	56,848.91	-	-
4500024753	5/20/2019	Konecranes Inc		P280-GENERAL SVC AGRMNTS	2,165.26	-	-
4500024754	5/20/2019	Norman Industrial Materials		B250-BUS REPAIR PARTS	890.30	-	-
4500024755	5/20/2019	Knorr Brake Company		R220-RAIL/LRV TRUCKS	757.53	-	-
4500024756	5/20/2019	Verdugo Testing Co Inc	Minority Owned Business	F200-TANK EQUIPMENT	519.38	-	-

Purchase Orders							
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4500024757	5/20/2019	Team One Repair Inc		G290-FARE REVENUE EQUIP	1,223.72	-	-
4500024758	5/20/2019	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	46,675.15	-	-
4500024759	5/20/2019	W.W. Grainger Inc		G130-SHOP TOOLS	377.11	-	-
4500024760	5/20/2019	Machinex, Inc.		R160-RAIL/LRV ELECTRICAL	2,172.24	-	-
4500024761	5/21/2019	Staples Contract & Commercial Inc		G140-SHOP SUPPLIES	58.65	-	-
4500024762	5/21/2019	Transit Holdings Inc		B250-BUS REPAIR PARTS	305.15	-	-
4500024763	5/21/2019	Kiel NA LLC		B130-BUS BODY	1,007.14	-	-
4500024764	5/21/2019	Slipit Industries Inc		G140-SHOP SUPPLIES	159.32	-	-
4500024765	5/21/2019	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	12,872.52	-	-
4500024766	5/21/2019	Transit Holdings Inc		B130-BUS BODY	10,050.97	-	-
4500024767	5/21/2019	Gillig LLC		B140-BUS CHASSIS	3,685.93	-	-
4500024768	5/21/2019	Neopart Transit LLC		B160-BUS ELECTRICAL	2,460.39	-	-
4500024769	5/21/2019	Trolley Support LLC		M170-IMPEDANCE BOND	452.55	-	-
4500024770	5/21/2019	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	26,192.00	-	-
4500024771	5/21/2019	Studio C Creative Sound Recorders		C110-GENERAL CONTRACTORS	500.00	-	-
4500024772	5/21/2019	Vern Rose Inc		G160-PAINTS & CHEMICALS	841.00	-	-
4500024773	5/21/2019	East Penn Manufacturing Co Inc		P210-NON-REV VEH REPAIRS	276.61	-	-
4500024774	5/21/2019	Kenneth Place		P130-EQUIP MAINT REPR SVC	53.88	-	-
4500024775	5/21/2019	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	3,161.35	-	-
4500024776	5/21/2019	Gillig LLC		B250-BUS REPAIR PARTS	1,220.22	-	-
4500024777	5/21/2019	JKL Cleaning Systems		P130-EQUIP MAINT REPR SVC	751.03	-	-
4500024778	5/21/2019	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	210.47	-	-
4500024779	5/21/2019	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	994.32	-	-
4500024780	5/21/2019	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	564.79	-	-
4500024781	5/21/2019	Robcar Corporation	Woman Owned Business	G140-SHOP SUPPLIES	161.63	-	-
4500024782	5/21/2019	Chromate Industrial Corporation		G150-FASTENERS	565.10	-	-
4500024783	5/21/2019	Knorr Brake Company		R220-RAIL/LRV TRUCKS	3,502.96	-	-
4500024784	5/21/2019	Allied Electronics Inc		G130-SHOP TOOLS	203.16	-	-
4500024785	5/22/2019	Transit Holdings Inc		B160-BUS ELECTRICAL	2,546.20	-	-
4500024786	5/22/2019	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	4,684.58	-	-
4500024787	5/22/2019	Home Depot USA Inc		G270-ELECTRICAL/LIGHTING	354.91	-	-
4500024788	5/22/2019	Cummins Pacific LLC		P190-REV VEHICLE REPAIRS	300.82	-	-
4500024789	5/22/2019	HI-TEC Enterprises	Small Business	R160-RAIL/LRV ELECTRICAL	59,898.23	-	-
4500024790	5/22/2019	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	546.22	-	-
4500024791	5/22/2019	San Diego Friction Products, Inc.		B250-BUS REPAIR PARTS	3,811.65	-	-
4500024792	5/22/2019	W.W. Grainger Inc		B250-BUS REPAIR PARTS	593.80	-	-
4500024793	5/22/2019	Team One Repair Inc		G290-FARE REVENUE EQUIP	116.37	-	-
4500024794	5/22/2019	Supreme Oil Company		B180-BUS DIESEL	8,930.63	-	-
4500024795	5/22/2019	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	79.52	-	-
4500024796	5/22/2019	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	788.48	-	-
4500024797	5/22/2019	Jeyco Products Inc		G150-FASTENERS	43.86	-	-
4500024798	5/22/2019	San Diego Friction Products, Inc.		B250-BUS REPAIR PARTS	733.91	-	-
4500024799	5/22/2019	Western Pump Inc	Small Business	F110-SHOP/BLDG MACHINERY	421.31	-	-
4500024800	5/22/2019	OneSource Distributors, LLC		G190-SAFETY/MED SUPPLIES	140.61	-	-
4500024801	5/22/2019	Professional Contractors Supplies		G140-SHOP SUPPLIES	105.89	-	-
4500024802	5/22/2019	Material Sales Inc	Small Business	R120-RAIL/LRV CAR BODY	87.93	-	-
4500024803	5/22/2019	HI-TEC Enterprises	Small Business	R120-RAIL/LRV CAR BODY	4,428.53	-	-
4500024804	5/22/2019	ABC Construction Co., Inc.		F110-SHOP/BLDG MACHINERY	5,712.60	-	4,568.94

**Purchase Orders**

<b>PO Number</b>	<b>PO Date</b>	<b>Name</b>	<b>Prime Business Certification</b>	<b>Material Group</b>	<b>PO Value</b>	<b>DBE Subcontracted Amount</b>	<b>Non DBE Subcontracted Amount</b>
4500024805	5/23/2019	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	93.68	-	-
4500024806	5/23/2019	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	1,420.01	-	-
4500024807	5/23/2019	Transit Holdings Inc		B250-BUS REPAIR PARTS	243.94	-	-
4500024808	5/23/2019	Cummins Pacific LLC		B140-BUS CHASSIS	20,780.56	-	-
4500024809	5/23/2019	Transit Holdings Inc		B140-BUS CHASSIS	2,106.08	-	-
4500024810	5/23/2019	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	178.35	-	-
4500024812	5/23/2019	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	76.75	-	-
4500024813	5/23/2019	Willy's Electronic Supply Co	Small Business	B250-BUS REPAIR PARTS	159.51	-	-
4500024814	5/23/2019	E W Truck & Equipment Co Inc		B200-BUS PWR TRAIN EQUIP	157.68	-	-
4500024815	5/23/2019	Bonsall Petroleum Construction Inc		F110-SHOP/BLDG MACHINERY	6,824.60	-	-
4500024816	5/23/2019	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	7,274.48	-	-
4500024817	5/23/2019	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	2,139.26	-	-
4500024818	5/23/2019	Ismael Frausto		R190-RAIL/LRV PANTOGRAPH	695.70	-	-
4500024819	5/23/2019	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	12,436.11	-	-
4500024820	5/23/2019	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	180.36	-	-
4500024821	5/23/2019	Gillig LLC		B130-BUS BODY	7,099.54	-	-
4500024822	5/23/2019	Neopart Transit LLC		B200-BUS PWR TRAIN EQUIP	1,148.64	-	-
4500024823	5/23/2019	Rush Truck Centers of California		B140-BUS CHASSIS	3,232.50	-	-
4500024824	5/24/2019	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	262.27	-	-
4500024825	5/24/2019	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	396.38	-	-
4500024827	5/24/2019	Magnetic Ticket & Label Corp		G280-FARE MATERIALS	46,791.73	-	-
4500024828	5/24/2019	National Electric Gate Co., Inc.		M130-CROSSING MECHANISM	10,386.03	-	-
4500024829	5/24/2019	Team One Repair Inc		G290-FARE REVENUE EQUIP	114.04	-	-
4500024830	5/24/2019	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	1,464.41	-	-
4500024831	5/26/2019	Bricehouse Starboard LLC		P310-ADVERTISING SERVICES	2,700.00	-	-
4500024832	5/26/2019	Rockwest Technology Group Inc		I120-INFO TECH, SVCS	658.00	-	-
4500024833	5/28/2019	Uline		F170-MATL HANDLING EQUIP	341.03	-	-
4500024834	5/28/2019	Robcar Corporation	Woman Owned Business	G110-BUS/TROLLEY SIGNAGE	95.70	-	-
4500024835	5/28/2019	Citywide Auto Glass Inc		P210-NON-REV VEH REPAIRS	69.95	-	-
4500024836	5/28/2019	Cubic Transportation Systems		G290-FARE REVENUE EQUIP	7,519.88	-	-
4500024837	5/28/2019	Freeby Signs		B250-BUS REPAIR PARTS	12.29	-	-
4500024838	5/28/2019	Sherwin Williams Company		F120-BUS/LRV PAINT BOOTHS	777.26	-	-
4500024839	5/28/2019	AxleTech International LLC		B140-BUS CHASSIS	3,246.50	-	-
4500024840	5/28/2019	AFL Telecommunications, Inc.		M120-OVRHEAD CATENARY SYS	969.75	-	-
4500024841	5/28/2019	Wayne Harmeier Inc		B140-BUS CHASSIS	641.12	-	-
4500024842	5/28/2019	Reid and Clark Screen Arts Co		G230-PRINTED MATERIALS	631.95	-	-
4500024843	5/28/2019	W.W. Grainger Inc		B250-BUS REPAIR PARTS	1,413.51	-	-
4500024844	5/28/2019	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	7,217.11	-	-
4500024845	5/28/2019	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	3,170.95	-	-
4500024847	5/28/2019	Airgas Inc		G190-SAFETY/MED SUPPLIES	2,380.78	-	-
4500024848	5/28/2019	B & S Graphics Inc		B130-BUS BODY	60.34	-	-
4500024849	5/28/2019	Genuine Parts Co		B250-BUS REPAIR PARTS	73.28	-	-
4500024850	5/28/2019	Transit Holdings Inc		B160-BUS ELECTRICAL	6,453.09	-	-
4500024851	5/28/2019	Gillig LLC		B200-BUS PWR TRAIN EQUIP	245.72	-	-
4500024852	5/28/2019	Neopart Transit LLC		B110-BUS HVAC SYSTEMS	885.92	-	-
4500024853	5/28/2019	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	9,467.23	-	-
4500024854	5/28/2019	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	2,412.86	-	-
4500024855	5/28/2019	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	131.44	-	-

## Purchase Orders

PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500024856	5/28/2019	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	8,285.76	-	-
4500024857	5/28/2019	General Signals Inc		M130-CROSSING MECHANISM	4,520.82	-	-
4500024858	5/28/2019	B Hepworth & Company Limited		R160-RAIL/LRV ELECTRICAL	2,161.89	-	-
4500024859	5/28/2019	Smart Car Care Products Inc		R240-RAIL/LRV REPR PARTS	107.70	-	-
4500024860	5/28/2019	Chromate Industrial Corporation		F110-SHOP/BLDG MACHINERY	839.07	-	-
4500024861	5/28/2019	Kone Inc.		P280-GENERAL SVC AGRMNTS	8,013.73	-	-
4500024862	5/28/2019	Home Depot USA Inc		G140-SHOP SUPPLIES	578.60	-	-
4500024863	5/28/2019	FinishMaster Inc		F120-BUS/LRV PAINT BOOTHS	2,568.54	-	-
4500024864	5/28/2019	Annex Automotive and		F120-BUS/LRV PAINT BOOTHS	14,720.92	-	-
4500024865	5/28/2019	Total Filtration Services Inc		R230-RAIL/LRV MECHANICAL	1,647.28	-	-
4500024866	5/28/2019	Team One Repair Inc		G290-FARE REVENUE EQUIP	702.02	-	-
4500024867	5/28/2019	Professional Contractors Supplies		G130-SHOP TOOLS	168.62	-	-
4500024868	5/28/2019	The Gordian Group, Inc.		M160-SUMP PUMP STATIONS	153.49	-	-
4500024869	5/28/2019	HI-TEC Enterprises	Small Business	R200-RAIL/LRV SEATING	810.28	-	-
4500024870	5/28/2019	Citywide Auto Glass Inc		R120-RAIL/LRV CAR BODY	14,885.68	-	-
4500024871	5/28/2019	West-Lite Supply Co Inc	Small Business	G140-SHOP SUPPLIES	476.66	-	-
4500024872	5/28/2019	Robcar Corporation	Woman Owned Business	G140-SHOP SUPPLIES	3,607.48	-	-
4500024873	5/29/2019	R.S. Hughes Co Inc		B130-BUS BODY	7,597.93	-	-
4500024874	5/29/2019	AEP California, LLC		G120-SECURITY	2,859.22	-	-
4500024875	5/29/2019	Wayne Harmeier Inc		B160-BUS ELECTRICAL	242.44	-	-
4500024876	5/29/2019	Culligan of San Diego		G140-SHOP SUPPLIES	1,924.40	-	-
4500024877	5/29/2019	Kaman Industrial Technologies		G170-LUBRICANTS	2,094.38	-	-
4500024878	5/29/2019	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	246.19	-	-
4500024879	5/29/2019	Transit Holdings Inc		B160-BUS ELECTRICAL	108.26	-	-
4500024880	5/29/2019	Transit Holdings Inc		B160-BUS ELECTRICAL	1,299.42	-	-
4500024881	5/29/2019	Transit Holdings Inc		B250-BUS REPAIR PARTS	2,156.67	-	-
4500024882	5/29/2019	Mcmaster-Carr Supply Co		G290-FARE REVENUE EQUIP	63.45	-	-
4500024883	5/29/2019	W.W. Grainger Inc		B250-BUS REPAIR PARTS	250.11	-	-
4500024884	5/29/2019	Gillig LLC		B250-BUS REPAIR PARTS	736.11	-	-
4500024885	5/29/2019	IPC (USA), Inc.		B180-BUS DIESEL	8,313.60	-	-
4500024886	5/29/2019	Kurt Morgan		G200-OFFICE SUPPLIES	963.39	-	-
4500024887	5/29/2019	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	241.45	-	-
4500024888	5/29/2019	US Mobile Wireless		P280-GENERAL SVC AGRMNTS	2,638.62	-	-
4500024889	5/29/2019	Charter Industrial Supply Inc	Small Business	B120-BUS MECHANICAL PARTS	375.69	-	-
4500024890	5/29/2019	Transit Holdings Inc		B250-BUS REPAIR PARTS	447.16	-	-
4500024891	5/29/2019	JP Morgan Chase Bank		G290-FARE REVENUE EQUIP	150.07	-	-
4500024892	5/29/2019	Prochem Specialty Products Inc	Small Business	G170-LUBRICANTS	1,747.07	-	-
4500024893	5/29/2019	SiteOne Landscape Supply Holding		F190-LANDSCAPING MAT'LS	956.72	-	-
4500024894	5/29/2019	Office Depot		G210-OFFICE FURNITURE	3,320.41	-	-
4500024895	5/29/2019	Siemens Mobility, Inc.		M140-WAYSIDE SIGNALS	2,150.67	-	-
4500024896	5/29/2019	Super Welding of Southern CA	Small Business	R220-RAIL/LRV TRUCKS	1,926.57	-	-
4500024897	5/29/2019	W.W. Grainger Inc		G140-SHOP SUPPLIES	2,242.41	-	-
4500024898	5/29/2019	Sid Tool Co		G180-JANITORIAL SUPPLIES	263.77	-	-
4500024899	5/30/2019	Cummins Pacific LLC		P190-REV VEHICLE REPAIRS	300.82	-	-
4500024900	5/30/2019	Pressnet Express Inc		G230-PRINTED MATERIALS	3,469.55	-	-
4500024901	5/30/2019	Steven Timme		G230-PRINTED MATERIALS	1,992.04	-	-
4500024902	5/30/2019	Brown & Bigelow Inc		G230-PRINTED MATERIALS	2,505.01	-	-
4500024903	5/30/2019	Brown & Bigelow Inc		G230-PRINTED MATERIALS	528.33	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500024904	5/30/2019	Pressnet Express Inc		G230-PRINTED MATERIALS	1,834.33	-	-
4500024905	5/30/2019	New Technical Solutions, Inc.		I110-INFORMATION TECH	29,642.00	-	-
4500024906	5/30/2019	Citywide Auto Glass Inc		B250-BUS REPAIR PARTS	1,577.35	-	-
4500024907	5/30/2019	Cummins Pacific LLC		P190-REV VEHICLE REPAIRS	220.00	-	-
4500024908	5/30/2019	Cummins Pacific LLC		P190-REV VEHICLE REPAIRS	220.00	-	-
4500024909	5/30/2019	Woojin IS America Inc.		R120-RAIL/LRV CAR BODY	16,559.02	-	-
4500024910	5/30/2019	Merrimac Petroleum Inc	Woman Owned Business	A120-AUTO/TRUCK GASOLINE	24,672.33	-	-
4500024911	5/30/2019	Magnetic Ticket & Label Corp		G280-FARE MATERIALS	64,563.80	-	-
4500024912	5/30/2019	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	2,089.94	-	-
4500024913	5/30/2019	Bender CCP, Inc.	Small Business	R220-RAIL/LRV TRUCKS	856.58	-	-
4500024914	5/30/2019	Professional Contractors Supplies		G140-SHOP SUPPLIES	956.02	-	-
4500024915	5/30/2019	Chromate Industrial Corporation		G150-FASTENERS	616.75	-	-
4500024916	5/30/2019	Neleco Products Inc		G170-LUBRICANTS	25,411.76	-	-
4500024917	5/30/2019	W.W. Grainger Inc		M110-SUB STATION	168.42	-	-
4500024918	5/30/2019	HI-TEC Enterprises	Small Business	R220-RAIL/LRV TRUCKS	581.85	-	-
4500024919	5/30/2019	West End Holdings Inc		P260-TESTING & ANALYSIS	308.00	-	-
4500024920	5/30/2019	ABC Construction Co., Inc.		C110-GENERAL CONTRACTORS	70,079.41	-	48,796.29
4500024921	5/30/2019	Schunk Carbon Technology LLC		R220-RAIL/LRV TRUCKS	78,940.84	-	-
4500024922	5/31/2019	Transit Holdings Inc		B130-BUS BODY	4,366.02	-	-
4500024923	5/31/2019	Gillig LLC		B140-BUS CHASSIS	7,639.28	-	-
4500024924	5/31/2019	Neopart Transit LLC		B160-BUS ELECTRICAL	659.49	-	-
4500024925	5/31/2019	San Diego Friction Products, Inc.		G140-SHOP SUPPLIES	496.03	-	-
4500024926	5/31/2019	Gillig LLC		B250-BUS REPAIR PARTS	1,507.66	-	-
4500024927	5/31/2019	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	2,139.26	-	-
4500024928	5/31/2019	Willy's Electronic Supply Co	Small Business	B160-BUS ELECTRICAL	372.39	-	-
4500024929	5/31/2019	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	10,753.45	-	-
4500024930	5/31/2019	San Diego Community		G120-SECURITY	46.00	-	-
4500024931	5/31/2019	Pressnet Express Inc		G230-PRINTED MATERIALS	172.40	-	-
4500024933	5/31/2019	Transit Holdings Inc		B250-BUS REPAIR PARTS	2,160.93	-	-
4500024934	5/31/2019	Genuine Parts Co		B250-BUS REPAIR PARTS	121.31	-	-
4500024935	5/31/2019	Cummins Pacific LLC		P190-REV VEHICLE REPAIRS	220.00	-	-
4500024936	5/31/2019	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	3,088.99	-	-
4500024937	5/31/2019	ABC Construction Co., Inc.		C130-CONSTRUCTION SVCS	59,379.96	-	48,139.33
4500024938	5/31/2019	Transit Holdings Inc		B160-BUS ELECTRICAL	8,135.93	-	-
4500024939	5/31/2019	Pressnet Express Inc		G230-PRINTED MATERIALS	474.10	-	-
4500024940	5/31/2019	Gillig LLC		B160-BUS ELECTRICAL	1,726.12	-	-
4500024941	5/31/2019	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	1,627.19	-	-
4500024942	5/31/2019	Western-Cullen-Hayes Inc		M130-CROSSING MECHANISM	749.94	-	-
4500024943	5/31/2019	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	1,595.46	-	-
4500024944	5/31/2019	Southern Counties Lubricants LLC		G170-LUBRICANTS	8,506.64	-	-
4500024945	5/31/2019	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	79.14	-	-
4500024946	5/31/2019	Teknoware Inc.		R160-RAIL/LRV ELECTRICAL	1,625.86	-	-