



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

REVISED Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 15, 2020

9:00 a.m.

Meeting will be held via webinar

To request an agenda in an alternative format or to request accommodations to facilitate meeting participation, please call the Clerk of the Board at least two working days prior to the meeting. Meeting webinar/teleconference instructions can be accessed at the following link:
<https://www.sdmts.com/about-mts-meetings-and-agendas/board-meetings>

ACTION RECOMMENDED

1. Roll Call
2. Approval of Minutes – September 17, 2020 Approve
3. Public Comments - Limited to five speakers with three minutes per speaker. Others will be heard after Board Discussion items. If you have a report to present, please give your copies to the Clerk of the Board.

Please SILENCE electronics
during the meeting

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • www.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.



CONSENT ITEMS

- | | | |
|-----|--|---------|
| 6. | <u>Approve Fiscal Year 2020-21 State Transit Assistance (STA) Claim</u>
Action would adopt Resolution No. 20-19 approving the Fiscal Year (FY) 2020-21 STA claim. | Approve |
| 7. | <u>Adoption of the 2021 San Diego Metropolitan Transit System (MTS) Executive Committee and Board of Directors Meeting Schedule</u>
Action would adopt the 2021 Executive Committee and Board of Directors meeting schedule. | Approve |
| 8. | <u>Traction Power Substations Buildings Repair – Work Order Under A Job Order Contract (JOC) Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC312-01 under MTS Doc. No. PWL312.0-20 with HMS Construction, Inc. (HMS) for the repair of exteriors and roofs of seven (7) traction power substations (TPSS) along the Green and Orange Trolley lines in the amount of \$134,992.78 plus the payment of applicable JOC administrative fees, for a total cost of \$137,368.65. | Approve |
| 9. | <u>Supply of Rail Noise Suppression Lubricant – Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1544.0-20, with Synco Chemical Corporation (Synco) for the supply of rail noise suppression lubricant in the amount of \$869,330.45. | Approve |
| 10. | <u>Regional Transit Management System (RTMS) Radio Post-Warranty Maintenance Services Contract Amendment</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1887.3-16 (Amendment 3) with Motorola Solutions Inc. to extend the RTMS post-warranty radio system maintenance agreement from January 1, 2021 through December 31, 2021 in the amount of \$419,984.75. | Approve |
| 11. | <u>Transit Bus Driver Barriers – Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0720.0-21 with The Aftermarket Parts Company, LLC (Aftermarket Parts) for the purchase of up to 508 driver protection barriers with options for installation in the amount of \$2,750,515.25 | Approve |
| 12. | <u>Fare Validator Infrastructure Construction – Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. PWG316.0-20, with Chula Vista Electric Co., a Small Business (SB), for the construction of new fare validator infrastructure at various trolley stations for the Fare System Upgrade Project in the amount of \$1,354,714.00; and 2) Approve a 15% contingency for change orders in the amount of \$203,207.10. | Approve |
| 13. | <u>Beech Street Double Crossover Construction – Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. PWL315.0-20, with Herzog Technologies, Inc. for the Beech Street Double Crossover Construction in the amount of \$3,935,686.84; and 2) Approve a 15% contingency for change orders in the amount of \$590,353.03. | Approve |

- | | | |
|-----|---|---------|
| 14. | <u>El Cajon Third Track Project– Award Work Order Contract</u>
Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA1951-AE-61 under MTS Doc No. G1951.0-17, with Mott MacDonald, Inc. (MM) totaling \$719,944.69 for design services for the construction of an additional track and platform for the El Cajon Third Track Project. | Approve |
| 15. | <u>Iris Rapid – Charging Infrastructure At South Bay Maintenance Facility (SBMF) - Additional Engineering Services - Work Order Amendment</u>
Action would authorize the Chief Executive Officer (CEO) to execute Work Order Amendment WOA2075-AE-50.01 under MTS Doc No. G2075.0-18 with Dokken Engineering (Dokken) in the amount of \$663,346.87 to provide additional engineering services for Phase I of the SBMF electric bus charging infrastructure project. | Approve |
| 16. | <u>San Diego Metropolitan Transit System (MTS) Internet Website Upgrade – Sole Source Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2431.0-21 (in substantially the same format as Attachment A) with The Steer Group, in the amount of \$159,000. | Approve |
| 17. | <u>Beyer Blvd Track and Slope – Fund Transfer</u>
Action would authorize the Chief Executive Officer (CEO) to execute Addendum 17, Scope of Work 98 to the Memorandum of Understanding (MOU) between the San Diego Association of Governments (SANDAG) and MTS for the Beyer Blvd Track and Slope Repair project in the amount of \$590,200.00. | Approve |
| 18. | <u>Point Loma Telecommunications Site Sublease with the State of California</u>
Action would authorize the Chief Executive Officer (CEO) to execute the sublease agreement G2433.0-21, with the State of California for 8 years and 8 months in the amount of \$125,647.57. | Approve |
| 19. | <u>Sycuan Casino Green Line Naming Rights - Contract Amendment</u>
Action would authorize the Chief Executive Officer (CEO) to amend the Sycuan Green Line Naming Rights agreement, MTS Doc. No. G2066.0-18, modifying the term and the compensation owed to MTS. | Approve |

CLOSED SESSION

- | | | |
|-----|--|-----------------|
| 24. | a. CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to California Government Code Section 54956.8
<u>Property:</u> Assessor's Parcel Number (APN) 384-041-07; 8733 Cuyamaca Street, Santee, California
<u>Agency Negotiators:</u> Sharon Cooney, Chief Executive Officer; Karen Landers, General Counsel; and Tim Allison, Manager of Real Estate Assets
<u>Negotiating Parties:</u> Alfred Smith and Adeline Woodward
<u>Under Negotiation:</u> Price and Terms of Payment | Possible Action |
| | b. CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to California Government Code Section 54956.8
<u>Property:</u> Assessor's Parcel Number (APN) 549-181-05; 6645 Imperial Avenue, San Diego, California
<u>Agency Negotiators:</u> Sharon Cooney, Chief Executive Officer; Karen Landers, | Possible Action |

General Counsel; and Tim Allison, Manager of Real Estate Assets
Negotiating Parties: CRP Affordable Housing and Community Development
Under Negotiation: Price and Terms of Payment

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

30.	<u>Fiscal Year 2020 Final Budget Comparison (Gordon Meyer)</u>	Approve
	Action would approve the allocation of \$4.1M in FY 2020 excess net operating subsidy as follows: (a) allocate \$1.5M to Contingency Reserve balance to remain at 12.5% target; and (b) transfer \$2.6M to CIP to reflect Board's decision to accelerate Zero Emission Bus (ZEB) purchases in FY 2022.	

REPORT ITEMS

45.	<u>SANDAG 2021 Regional Plan (Hasan Ikhata, Ray Major, Jennifer Williamson and Coleen Clementson)</u>	Informational
46.	<u>Fiscal Year (FY) 2020 Performance Monitoring Report (Denis Desmond, Mike Wygant, Wayne Terry)</u>	Informational
47.	<u>Summary of Senior/Disabled/Medicare (SDM) Discount Fare Program and Recent Updates to Eligibility Forms (Sharon Cooney)</u>	Informational
48.	<u>Semi-Annual Security Report (January 1, 2020 Through June 30, 2020) (Tim Curran)</u>	Informational
49.	<u>*Women's Safety and Public Transportation (Angelica Rocha, Circulate SD)</u> * This item has been moved to the November 12th, 2020 meeting.	Informational

OTHER ITEMS

60.	<u>Chair Report</u>	Informational
61.	<u>Chief Executive Officer's Report</u>	Informational
62.	<u>Board Member Communications</u>	Informational
63.	<u>Additional Public Comments Not on the Agenda</u> 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.	<u>Next Meeting Date:</u> November 12, 2020.	
65.	<u>Adjournment</u>	

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

MINUTES

September 17, 2020

[Clerk's note: Except where noted, public, staff and board member comments are paraphrased. Note that the meeting was conducted via webinar to comply with public health orders].

1. Roll Call

Chair Fletcher 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

Chair Fletcher moved to approve the minutes of the July 30, 2020, MTS Board of Directors meeting. Board Member Sandke seconded the motion, and the vote was 11 to 0 in favor with Board Member Arambula, Board Member Gomez, Board Member McClellan, and Board Member Diaz absent.

3. Public Comment

There were no public comments.

CONSENT ITEMS

6. San Diego and Arizona Eastern (SD&AE) Railway Company Quarterly Reports and Ratification of Actions Taken by the SD&AE Board of Directors at its Meeting on July 28, 2020

Action would receive the San Diego and Imperial Valley Railroad (SD&IV), Pacific Southwest Railway Museum Association (Museum), and Desert Line quarterly reports for information and ratify any actions taken.

7. Adoption of Amended 2020 Conflict of Interest Code

Action would: 1) Adopt Resolution No. 20-17 amending the MTS Conflict of Interest Code pursuant to the Political Reform Act of 1974; 2) Adopt the amended 2020 MTS Conflict of Interest Code; and 3) Forward the amended 2020 MTS Conflict of Interest Code to the County of San Diego (the designated code-reviewing body).

8. Fiscal Year (FY) 2019-2020 And FY 2020-2021 California Senate Bill (SB) 1 State of Good Repair (SGR) Funding

Action would; approve Resolution No. 20-18 (in substantially the same format as Attachment A), in order to: 1) Authorize the use of, and application for, \$4,955,508.00 in FY 2020-21 State of Good Repair funding to be used for the 40-foot Bus Replacement Project in FY 2021-22; and 2) Approve the acceptance of an additional \$54,235.03 in FY 2019-20 SB1-SGR funding to bring the total FY 2019-20 allocation to \$4,643,615.03

9. Occupational Health Services - Contract Amendments

Action would authorize the Chief Executive Officer (CEO) to reallocate contract capacity between contracts G1944.2-17 with Kaiser Permanente and G2069.2-18 with Concentra. The

amended amounts for each contract are based on actual usage during the base period of these contracts, and will not exceed the original total contract dollar amount of \$762,204.00.

10. Investment Report – Quarter Ending June 30, 2020

11. Printing Timetables – Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2381.0-20, with Southwest Offset Printing Co., Inc. (SOP), for printing services, in the amount of \$1,440,751.59, for seven (7) years effective December 1, 2020.

12. Engineering and Right of Way Services - Work Order Amendment

Action would authorize the Chief Executive Officer (CEO) to execute WOA1947-AE-16.03 under MTS Doc. No. G1947.0-17 with HDR Engineering, Inc. (HDR) in the amount of \$618,232.64 to increase the Work Order budget for the continued provision of engineering and right-of-way support services for the MTS Capital Projects Department.

13. Design Services for America Plaza and Kettner Blvd Track Replacement – Award Work Order Contract

Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA1947-AE-59 under MTS Doc. No. G1947.0-17 with HDR Engineering, Inc. (HDR), in the amount of \$154,736.16 for design services for America Plaza and Kettner Blvd. Track Replacement.

14. Kearny Mesa Division (KMD) Bay Rollup Door Replacement Construction – Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWB314.0-20, with Noble E&C Inc., a Small Business (SB), for procuring and installing KMD rollup doors in the amount of \$98,400 plus a 30% contingency for change orders.

15. Closed-Circuit Television (CCTV) System Installation for the Mid-Coast Trolley Extension Project – Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL320.0-21, with Electro Specialty Systems (ESS) Corp., for procuring and installing a CCTV (video surveillance) system for the Mid-Coast Trolley Extension Project in the amount of \$623,616.00 plus a 25% contingency.

16. Monitoring Well at Imperial Avenue Division (IAD) Project – Additional Design Services – Work Order Amendment

Action would; 1) Ratify Work Order WOA1951-AE-52 under MTS Doc No. G1951.0-17 with Mott MacDonald, LLC (MM) totaling \$76,666.24, for environmental services; 2) Authorize the Chief Executive Officer (CEO) to execute Work Order amendment WOA1951-AE-52.01 under MTS Doc No. G1951.0-17, with MM totaling \$30,959.53, for additional environmental services to abandon the temporary and permanent groundwater monitoring wells at IAD.

17. Managed Print Services and Canon Multi-Function Device (MFD) Purchase - Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. G2354.0-20 with Signa Digital Solutions, a Small Business, for four (4) years in the amount of \$635,937.00.

18. Fare Collection (Rail Validator Masts Change Order) – Ratification and Approval of Amendments

Action would ratify Amendment 3 and authorize the Chief Executive Officer (CEO) to execute Amendment 4 to MTS Doc. No. G2091.0-18 with Innovations in Transportation, Inc. (INIT), for a total contract increase of \$964,948.08.

19. Las Chollas Creek Bridge Repair Design - Work Order Amendment

Action would; 1) Ratify Work Order WOA1951-AE-58 under MTS Doc. No. G1951.0-17 with Mott MacDonald, LLC (MM) totaling \$67,607.46, for Las Chollas Creek Bridge assessment services; and; 2) Authorize the Chief Executive Officer (CEO) to execute Work Order amendment WOA1951-AE-58.01 under MTS Doc. No. G1951.0-17, with MM totaling \$80,187.49, for preparation of final construction documents for most immediate portions of the bridge repair work.

20. Old Town Transit Center (OTTC) West – Fund Transfer

Action authorize the Chief Executive Officer (CEO) to execute Addendum 17, Scope of Work 90.1 to the Memorandum of Understanding (MOU) between San Diego Associations of Governments (SANDAG) and MTS for the Construction of the Old Town Transit Center West Improvements project for an additional amount of \$888,130 for a total not to exceed \$5,492,130.

21. New Transit Facility – Fund Transfer for Initial Environmental Review

Action would authorize the Chief Executive Officer (CEO) to execute Addendum 17, Scope of Work 91 (in substantially the same format as Attachment A) to the Memorandum of Understanding (MOU) between San Diego Associations of Governments (SANDAG) and MTS to conduct initial environmental review to support acquisition of real property, for a total not to exceed \$265,000.

Action on Recommended Consent Items

Chair Fletcher moved to approve Consent Agenda Item Nos. 6 to 21. Board Member Hall seconded the motion, and the vote was 11 to 0 in favor with Board Member Arambula, Board Member Gomez, Board Member McClellan, and Board Member Diaz absent.

NOTICED PUBLIC HEARINGS

25. None.

REPORT ITEM

45. The 2020 Election (Michael Vu, Registrar of Voters) (TAKEN OUT OF ORDER)

Michael Vu, with the San Diego Registrar of Voters, presented on the 2020 Election. Mr. Vu outlined current election data, election goals, COVID-19 impacts, executive order and legislative action, election mailings tools, and community outreach.

Chair Fletcher proposed staff advertise Registrar of Voters information about voting and suggested a free ride day be held on election day.

Board Member Moreno asked how the Registrar decided on the number of polling locations. She also asked him to state the number in the past election.

Mr. Vu noted that in the March election there were approximately 1,350 polling locations. Mr. Vu noted that in this upcoming election the Registrar is required to have one polling location per 10,000 registered voters. Mr. Vu noted that for this election, the Registrar will have 235 polling locations, which is 27% more polling locations than the required minimum.

Board Member Moreno noted she represents a community with a low voter turnout and expressed her concern for the lower number of polling locations. Board Member Moreno requested to keep the number of polling locations from the March election.

Board Member Aguirre supported the proposal to have a free ride day on election day.

Action Taken

No action taken. Informational item only.

DISCUSSION ITEMS

30. Zero Emission Bus Draft Rollout Plan and Transition Plan (Mike Wygant, Mark Olson, Denis Desmond & Larry Marinesi)

Chair Fletcher provided a brief overview of the recommendation offered during the Executive Committee meeting. He acknowledged the unanimous recommendation from the Executive Committee to expedite the 25% of purchases to be zero emission buses and modify the upcoming compressed natural gas (CNG) bus order to increase early purchase by five additional battery electric buses. The Committee analyzed various scenarios that would shorten the timeline to reach an all-electric fleet, not raise fares, or cut service. The Committee agreed with the recommendation to prioritize deployment in disadvantaged communities. The Executive Committee also proposed the plan be brought back to the Board for review in February 2021. This is warranted to evaluate if any changes should be made in the deployment schedule of zero emission buses.

Sharon Cooney, Chief Executive Officer, Mark Olson, MTS Manager of Public Relations, Denis Desmond, MTS Director of Planning, Michael Wygant, MTS Chief Operating Officer and Larry Marinesi, MTS Chief Financial Officer presented on the Zero Emission Bus (ZEB) Draft Transition Plan to achieve an all-electric fleet by 2040. They outlined the following aspects of the project: public engagement, deployment plan, alternative fleet transitions, GHG analysis, cost analysis and next steps.

PUBLIC COMMENTS

Noah Harris – with Climate Action Campaign provided a verbal statement to the Board during the meeting. Harris thanked the Executive Committee for its recommendation. Harris stated the urgency to transition away from fossil fuels. Harris urged MTS to shorten the 2040 timeline and noted that there should not be service cuts or fare increases in order to not strain low income riders.

Gretchen Newsom – with IBEW 569, provided a verbal statement to the Board during the meeting. Newsom voiced appreciation of the updated version of the Transition Plan. Newsom agreed with the plan to prioritize ZEB deployment in environmental justice communities. Newsom noted that the workforce development language was finalized in conjunction with Michael Wygant's team. Newsom expressed support for the recommendation and for a February 2021 review.

Carolina Martinez – with Environmental Health Coalition provided a written statement to the Board during the meeting. Martinez expressed gratitude for incorporating environmental justice communities and work force language. She expressed their support to advance scenario one. Martinez also encouraged the Board to revisit the item during the February 2021 meeting to reassess the 2030 acceleration plan. Martinez discouraged the use of CNG buses and looks forward to working with MTS towards transformational change.

BOARD COMMENTS

Board Member Gomez reflected on the progress the agency has made with the plan. She asked if MTS conducted an analysis via CalEnviroScreen using its service area or if the state analysis was used. Mr. Desmond clarified MTS was using the state CalEnviroScreen metrics and scoring. For this proposal MTS is using SB 535's top 25% definition. However, MTS is open to changing the definition in the future. Board Member Gomez recommended use of CalEnviroScreen for MTS's specific operating service area. She thanked staff and expressed her support for the recommendation.

Board Member Sandke asked staff why there wasn't a bigger return or decrease in GHG over time. Mr. Wygant referenced the slide and cited the mixed fleet proposal that was presented in June 2020. He noted where the GHG reduction levels intersect in the original plan and how they would intersect sooner with the proposed accelerated plan. Board Member Sandke then referenced cost comparison, and noted that based off of incremental costs, the 25% acceleration program was the best proposal. He expressed his support for the environmental justice component Board Member Gomez proposed and public speaker Newsom's workforce development language. Board Member Sandke expressed concern with SDG&E's ability to support the infrastructure. He agreed with the Executive Committee recommendation and thanked staff for their efforts in generating the report.

Board Member Moreno thanked MTS staff and CEO. She was pleased with MTS's incorporation of public feedback and the prioritization of disadvantaged communities. Board Member Moreno expressed her support for the motion.

Vice Chair Sotelo-Solis expressed her support for the recommendation. She expressed support for how the proposal prioritized vulnerable communities through statistical information, with the economic development and job creation pipelines. Vice Chair Sotelo-Solis acknowledged that the 25% purchase requirement was great progress for MTS.

Board Member Montgomery had technical difficulty and Chair Fletcher spoke on her behalf noting she felt similarly to other Board Members' comments.

Action Taken

Board Member Gomez moved to: 1) Approve the ZEB draft Rollout Plan for submittal to the California Air Resources Board (CARB); and 2) Approve the MTS ZEB draft Transition Plan. Board Member Sandke seconded the motion, and the vote was 15 to 0 in favor.

REPORT ITEMS

46. Sustainable Transportation Equity Project Grants

The Board waived the staff report for this item.

Action Taken

No action taken.

47. America Plaza Pedestrian Enhancements Design Update

The Board waived the staff report for this item.

Action Taken

No action taken.

OTHER ITEMS

60. Chair Report

There was no Chair report.

61. Chief Executive Officer's Report

There was no Chief Executive Officer's Report.

62. Board Member Communications

There were no Board Member communications.

63. Additional Public Comments on Items Not on the Agenda

There were no additional public comments.

CLOSED SESSION (TAKEN OUT OF ORDER)

24. Closed Session Items

The Board convened to Closed Session at 10:50 a.m.

a. CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to California Government Code Section 54956.9(d)(2) (Government Tort Claim from Claudia Isabel Hernandez for herself and as successor in interest to the Estate of Angel Zapata Hernandez)

b. CLOSED SESSION – CONFERENCE WITH LABOR NEGOTIATIONS Pursuant to California Government Code Section 54957.6

Agencies: San Diego Transit Corporation ("SDTC"), San Diego Trolley, Inc. ("SDTI")

Employee Organization: International Brotherhood of Electrical Workers, Local 465 ("IBEW")

Employee Organization: International Association of Sheet Metal, Air, Rail, and Transportation Workers ("Smart")

Employee Organization: Transit Enforcement Officers Association ("TEOA")

Agency- Designated Representative: Jeffrey M. Stumbo, Chief Human Resources Officer (EEO Officer)

c. CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to California Government Code Section 54956.8

Property: The San Diego and Arizona Eastern Railway Company (SD&AE) Desert Line from approximate Mile Post 60 to approximate Mile Post 130 (Division to Plaster City) in San Diego and Imperial Counties

Agency Negotiators: Sharon Cooney, Chief Executive Officer; Karen Landers, General Counsel
Negotiating Parties: Baja California Railroad, Inc. (BJRR)
Under Negotiation: Price and Terms of Payment under Desert Line Lease and Operating Agreement
CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pursuant to California Government Code Section 54959.9(d)(4) (One potential case – Baja California Railroad, Inc.)

The Board reconvened to Open Session at 12:03 p.m.

Oral Report of Final Actions Taken in Closed Session

Karen Landers, General Counsel, reported the following:

[Clerk's Note: The General Counsel's report of Closed Session on the audio recording incorrectly referenced the agenda item number for each Closed Session item. For clarity, these minutes use the correct agenda item number.]

- a. The Board received a report from legal counsel.
- b. The Board received a report and gave instructions to negotiators.
- c. The Board received a report on the dessert line lease regarding Baja California Railroad and discussed anticipated litigation with legal counsel.

64. Next Meeting Date

The next regularly scheduled Board meeting is October 15, 2020.

65. Adjournment

Chair Fletcher adjourned the meeting at 12:04 p.m.

/s/ Nathan Fletcher
Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

/s/ Dalia Gonzalez
Clerk of the Board
San Diego Metropolitan Transit System

/s/ Karen Landers
General Counsel
San Diego Metropolitan Transit System

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS
ROLL CALL

MEETING OF (DATE):	<u>September 17, 2020</u>	CALL TO ORDER (TIME):	<u>9:03am</u>
RECESS:	<u> </u>	RECONVENE:	<u> </u>
CLOSED SESSION:	<u>10:50am</u>	RECONVENE:	<u>12:03am</u>
PUBLIC HEARING:	<u> </u>	RECONVENE:	<u> </u>
ORDINANCES ADOPTED:	<u> </u>	ADJOURN:	<u>12:04pm</u>

BOARD MEMBER		(Alternate)		PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
AGUIRRE	<input checked="" type="checkbox"/>	(Spriggs)	<input type="checkbox"/>	9:00am	12:04pm
ARAMBULA	<input checked="" type="checkbox"/>	(Mendoza)	<input type="checkbox"/>	9:07am	11:40pm
FAULCONER	<input type="checkbox"/>	(Moreno)	<input checked="" type="checkbox"/>	9:00am	12:04pm
FLETCHER	<input checked="" type="checkbox"/>	(Cox)	<input type="checkbox"/>	9:00am	12:04pm
FRANK	<input checked="" type="checkbox"/>	(Mullin)	<input type="checkbox"/>	9:00am	12:04pm
GALVEZ	<input checked="" type="checkbox"/>	(Diaz)	<input type="checkbox"/>	9:00am	12:04pm
GOMEZ	<input checked="" type="checkbox"/>	(Campbell)	<input type="checkbox"/>	9:05am	12:04pm
HALL	<input checked="" type="checkbox"/>	(McNelis)	<input type="checkbox"/>	9:00am	12:00pm
MCCLELLAN	<input checked="" type="checkbox"/>	(Goble)	<input type="checkbox"/>	9:29am	12:04pm
MONTGOMERY	<input checked="" type="checkbox"/>	(Bry)	<input type="checkbox"/>	9:00am	12:04pm
SALAS	<input type="checkbox"/>	(Diaz)	<input checked="" type="checkbox"/>	9:20am	12:04pm
SANDKE	<input checked="" type="checkbox"/>	(Donovan)	<input type="checkbox"/>	9:00am	12:04pm
SOTELO-SOLIS	<input checked="" type="checkbox"/>	(Quintero)	<input type="checkbox"/>	9:00am	11:52am
WARD	<input checked="" type="checkbox"/>	(Kersey)	<input type="checkbox"/>	9:00am	12:04pm
WEBER	<input checked="" type="checkbox"/>	(Arapostathis)	<input type="checkbox"/>	9:00am	10:50am

SIGNED BY THE CLERK OF THE BOARD: /s/ Dalia Gonzalez

CONFIRMED BY THE GENERAL COUNSEL: /s/ Karen Landers



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

October 15, 2020

SUBJECT:

APPROVE FISCAL YEAR 2020-21 STATE TRANSIT ASSISTANCE (STA) CLAIM

RECOMMENDATION:

That the San Diego Metropolitan System (MTS) Board of Directors adopt Resolution No. 20-19 (in substantially the same format as Attachment A) approving the Fiscal Year (FY) 2020-21 STA claim.

Budget Impact

The FY20-21 STA claim would result in the approval of \$17,421,302 in FY20-21 STA funds for MTS to be utilized in the FY21 operating and capital budgets.

DISCUSSION:

STA funding comes from the Public Transportation Act (PTA), which derives its revenue from the state sales tax on diesel fuel. STA revenues are pooled at the state level for the purposes of sections 99313 and 99314 of the California Public Utilities Code (PUC). The revenues for sections 99313 and 99314 are then allocated to transportation entities on a quarterly basis. PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. PUC section 99314 allocations are based primarily on qualifying revenues from the Annual Report of Financial Transactions of Transit Operators and Non-Transit Claimants under the Transportation Development Act.

The California State Controller's Office (SCO) projects total sales tax revenues for the coming fiscal year and the resulting STA revenue pool, and then estimates the allocation to each transportation entity. The SCO projects MTS will receive FY20-21 STA funding of \$17,421,302 (Attachment B).



State law and MTS Policy No. 20, "Allocation of State Transit Assistance Funds", requires that priority consideration be given to STA claims for the following purposes:

- to enhance existing public transportation services;
- to meet priority regional, county, or area-wide public transportation needs;
- to offset reductions in federal operating assistance and unanticipated increases in fuel costs.

STA revenues have been volatile in the past, and for that reason, the MTS Board has taken a conservative approach to using and programming these funds. Typically, the majority of these revenues are directed into the MTS Capital Improvement Program (CIP). For FY21, the amount of \$16.4M will be used to fund the MTS CIP.

Since these STA revenue allocations are based on sales tax revenue projections, in certain instances, it may be necessary to revise the original STA claim. MTS will claim up to the amount authorized by the attached Board Resolution (Attachment A), and any revisions over the amount of this claim will come back to the MTS Board for approval. Additionally, the un-programmed amount will be discussed with the Budget Development Committee and the MTS Board.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.tuer@sdmts.com

Attachment: A. MTS Resolution No. 20-19
B. Letter from State Controller's Office for STA Allocation

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 20-19

Resolution Approving the MTS Area Fiscal Year 2020-21 STA Claim

WHEREAS, California Public Utilities Code (PUC) Sections 99313.3 and 99313.6 established a State Transit Assistance (STA) fund and grants the San Diego Metropolitan Transit System (MTS) authority to allocate monies from this fund; and

WHEREAS, MTS, through its various operating entities and divisions, including San Diego Transit Corporation (SDTC), San Diego Trolley, Inc. (SDTI), MTS Contracted Services (collectively referred to as "MTS"), and other operators on the basis of revenue generated, qualifies for STA monies under the provision of PUC Section 99260 et seq.; and

WHEREAS, the State Controller's Office has informed MTS that its eligible STA allocation for Fiscal year 2020-21 is \$17,421,302; and

WHEREAS, the claimants' proposed expenditures of STA monies are in conformance with the *Regional Transportation Plan* and *Transportation Improvement Program*; and

WHEREAS, the level of passenger fares and charges is sufficient to enable MTS to meet the fare revenue requirements of the PUC sections 99268.2, 99268.3, 99268.5, and 99268.9 as they may be applicable to MTS; and

WHEREAS, MTS is making full use of federal funds available under the Fixing America's Surface Transportation (FAST) Act, as amended; and

WHEREAS, the sum of MTS' allocations of STA and local transportations funds do not exceed the amounts they are eligible to receive during the fiscal year; and

WHEREAS, priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high-priority, area-wide public transportation needs; and

WHEREAS, in the last thirteen months, MTS has received a certification from the California Highway patrol verifying that MTS is in compliance with section 1808.1 of the Vehicle Code, as required in PUC section 99251; and

WHEREAS, MTS has ensured operators are in compliance with the efficiency standards of PUC section 99314.6 prior to the allocation of funding for operating purposes;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board does hereby direct and empower MTS staff to prepare and transmit allocation instructions to the County Auditor to disburse to MTS the Fiscal Year 2020-21 STA amounts totaling \$17,421,302.

PASSED AND ADOPTED by the Board this 15th day of October 2020, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairman
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

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

Office of the General Counsel
San Diego Metropolitan Transit System

Resolution No. 20-19



BETTY T. YEE
California State Controller

August 1, 2020

County Auditors Responsible for State Transit Assistance Funds
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

SUBJECT: Fiscal Year 2020-21 State Transit Assistance Allocation Revised Estimate

Enclosed is a revised summary schedule of State Transit Assistance (STA) funds estimated to be allocated for fiscal year (FY) 2020-21 to each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) sections 99313 and 99314. Also enclosed is a schedule detailing the amount of the PUC section 99314 allocation for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. PUC section 99314 allocations are based on the revenue amount for each STA-eligible operator, determined from annual reports submitted to the State Controller's Office (SCO) pursuant to PUC section 99243. Pursuant to PUC section 99314.3, each TPA is required to allocate funds to the STA-eligible operators in the area of its jurisdiction.

According to the FY 2020-21 enacted California Budget, the estimated amount of STA funds budgeted is \$413,695,000. SCO anticipates the first quarter's allocation will be paid by November 30, 2020. Please refer to the schedule for the amounts that relate to your agency.

Please contact Mike Silvera by telephone at (916) 323-0704 or email at msilvera@sco.ca.gov with any questions, or for additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Calderon-Yee", is written over a light blue horizontal line.

EVELYN CALDERON-YEE
Bureau Chief
Bureau of Payments

Enclosures

STATE CONTROLLER'S OFFICE
2020-21 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE
SUMMARY
AUGUST 1, 2020

Regional Entity	PUC 99313 Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2020-21 Estimate		PUC 99313 Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2020-21 Estimate		PUC 99314 Fiscal Year 2020-21 Estimate	Total Fiscal Year 2020-21 Estimate
	A		B		C	D= (A+B+C)
Metropolitan Transportation Commission	\$	22,510,834	\$	17,995,370	\$ 110,838,366	\$ 151,344,570
Sacramento Area Council of Governments		5,653,924		4,519,800	3,584,809	13,758,533
San Diego Association of Governments		2,798,187		2,236,897	1,232,129	6,267,213
San Diego Metropolitan Transit System		6,862,471		5,485,923	5,072,908	17,421,302
Tahoe Regional Planning Agency		310,475		248,197	32,686	591,358
Alpine County Transportation Commission		3,301		2,638	467	6,406
Amador County Transportation Commission		108,865		87,028	7,410	203,303
Butte County Association of Governments		607,638		485,751	58,969	1,152,358
Calaveras County Local Transportation Commission		130,094		103,999	2,884	236,977
Colusa County Local Transportation Commission		63,286		50,591	5,116	118,993
Del Norte County Local Transportation Commission		78,878		63,056	7,426	149,360
El Dorado County Local Transportation Commission		500,209		399,872	62,833	962,914
Fresno County Council of Governments		2,957,003		2,363,856	967,220	6,288,079
Glenn County Local Transportation Commission		84,952		67,911	4,324	157,187
Humboldt County Association of Governments		385,177		307,914	118,976	812,067
Imperial County Transportation Commission		545,473		436,056	90,166	1,071,695
Inyo County Local Transportation Commission		53,699		42,927	0	96,626
Kern Council of Governments		2,651,279		2,119,457	293,903	5,064,639
Kings County Association of Governments		443,852		354,819	32,152	830,823
Lake County/City Council of Governments		185,044		147,926	18,114	351,084
Lassen County Local Transportation Commission		83,313		66,601	6,786	156,700
Los Angeles County Metropolitan Transportation Authority		29,394,843		23,498,511	68,517,833	121,411,187
Madera County Local Transportation Commission		456,967		365,304	27,653	849,924
Mariposa County Local Transportation Commission		52,205		41,733	2,651	96,589
Mendocino Council of Governments		254,121		203,147	34,775	492,043
Merced County Association of Governments		819,237		654,906	72,044	1,546,187
Modoc County Local Transportation Commission		27,653		22,106	3,909	53,668
Mono County Local Transportation Commission		38,904		31,101	102,552	172,557
Transportation Agency for Monterey County		1,274,687		1,018,997	713,070	3,006,754
Nevada County Local Transportation Commission		283,501		226,634	25,134	535,269
Orange County Transportation Authority		9,230,054		7,378,590	5,983,908	22,592,552
Placer County Transportation Planning Agency		914,174		730,800	239,940	1,884,914
Plumas County Local Transportation Commission		52,762		42,179	15,506	110,447
Riverside County Transportation Commission		7,057,062		5,641,481	2,105,615	14,804,158
Council of San Benito County Governments		180,170		144,029	5,497	329,696
San Bernardino County Transportation Authority		6,300,683		5,036,825	2,441,949	13,779,457
San Joaquin Council of Governments		2,235,417		1,787,014	937,115	4,959,546
San Luis Obispo Area Council of Governments		801,143		640,441	101,861	1,543,445
Santa Barbara County Association of Governments		1,305,596		1,043,706	592,814	2,942,116
Santa Cruz County Transportation Commission		783,730		626,521	1,266,750	2,677,001
Shasta Regional Transportation Agency		514,463		411,266	49,306	975,035
Sierra County Local Transportation Commission		9,250		7,394	646	17,290
Siskiyou County Local Transportation Commission		128,471		102,701	9,852	241,024
Stanislaus Council of Governments		1,611,506		1,288,253	164,783	3,064,542
Tehama County Transportation Commission		188,191		150,442	7,066	345,699
Trinity County Transportation Commission		39,147		31,295	2,767	73,209
Tulare County Association of Governments		1,386,898		1,108,699	265,383	2,760,980
Tuolumne County Transportation Council		158,683		126,853	7,380	292,916
Ventura County Transportation Commission		2,435,528		1,946,983	712,097	5,094,608
State Totals	\$	114,953,000	\$	91,894,500	\$ 206,847,500	\$ 413,695,000

STATE CONTROLLER'S OFFICE
2020-21 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
AUGUST 1, 2020

Att. B, AI 6, 10/15/2020

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year 2020-21 Estimate
		Fiscal Year 2020-21 Estimate A	Fiscal Year 2020-21 Estimate B	C= (A+B)
Altamont Corridor Express*				
Alameda County Congestion Management Agency	\$ NA	\$ 89,909	\$ 71,874	\$ 161,783
Santa Clara Valley Transportation Authority	NA	51,870	41,466	93,336
San Joaquin Regional Rail Commission	NA	290,475	232,208	522,683
Regional Entity Totals	0	432,254	345,548	777,802
	0	(432,254)	(345,548)	(777,802)
Metropolitan Transportation Commission				
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	2,032,465,904	41,014,719	32,787,550	73,802,269
Central Contra Costa Transit Authority	12,684,408	255,969	204,624	460,593
City of Dixon	123,850	2,499	1,998	4,497
Eastern Contra Costa Transit Authority	6,132,724	123,757	98,933	222,690
City of Fairfield	2,250,751	45,420	36,309	81,729
Golden Gate Bridge Highway and Transportation District	138,827,667	2,801,512	2,239,555	5,041,067
Livermore-Amador Valley Transit Authority	6,084,421	122,782	98,153	220,935
Marin County Transit District	23,726,064	478,787	382,747	861,534
Napa Valley Transportation Authority	1,722,522	34,760	27,788	62,548
Peninsula Corridor Joint Powers Board	144,681,126	2,919,634	2,333,982	5,253,616
City of Petaluma	739,065	14,914	11,923	26,837
City of Rio Vista	39,373	795	635	1,430
San Francisco Bay Area Water Emergency Transportation Authority	39,452,081	796,134	636,437	1,432,571
San Mateo County Transit District	145,105,738	2,928,202	2,340,832	5,269,034
Santa Clara Valley Transportation Authority	439,800,215	8,875,073	7,094,816	15,969,889
City of Santa Rosa	2,483,478	50,116	40,063	90,179
Solano County Transit	5,290,076	106,753	85,339	192,092
County of Sonoma	3,459,517	69,812	55,809	125,621
Sonoma-Marin Area Rail Transit District	29,993,581	605,264	483,854	1,089,118
City of Union City	1,879,467	37,927	30,319	68,246
City of Vacaville	402,817	8,129	6,498	14,627
Western Contra Costa Transit Authority	8,044,931	162,345	129,780	292,125
Regional Entity Subtotals	3,045,389,776	61,455,303	49,127,944	110,583,247
Alameda County Congestion Management Agency - Corresponding to ACE*	NA	89,909	71,874	161,783
Santa Clara Valley Transportation Authority - Corresponding to ACE*	NA	51,870	41,466	93,336
Regional Entity Totals	3,045,389,776	61,597,082	49,241,284	110,838,366
Sacramento Area Council of Governments				
City of Davis (Unitrans)	2,957,630	59,684	47,712	107,396
City of Elk Grove	2,129,534	42,974	34,353	77,327
City of Folsom	335,031	6,761	5,405	12,166
County of Sacramento	1,189,071	23,995	19,182	43,177
Sacramento Regional Transit System	86,078,696	1,737,049	1,388,613	3,125,662
Yolo County Transportation District	4,689,895	94,641	75,657	170,298
Yuba Sutter Transit Authority	1,343,449	27,111	21,672	48,783
Regional Entity Totals	98,723,306	1,992,215	1,592,594	3,584,809

* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

** The amounts for Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco are combined.

STATE CONTROLLER'S OFFICE
2020-21 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
AUGUST 1, 2020

Att. B, Al 6, 10/15/2020

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year
		Fiscal Year 2020-21 Estimate A	Fiscal Year 2020-21 Estimate B	2020-21 Estimate C= (A+B)
San Diego Association of Governments North County Transit District	33,932,036	684,741	547,388	1,232,129
San Diego Metropolitan Transit System San Diego Metropolitan Transit System	33,958,141	685,268	547,810	1,233,078
San Diego Transit Corporation	62,951,421	1,270,346	1,015,526	2,285,872
San Diego Trolley, Inc.	42,794,978	863,593	690,365	1,553,958
Regional Entity Totals	139,704,540	2,819,207	2,253,701	5,072,908
Southern California Regional Rail Authority*** Los Angeles County Metropolitan Transportation Authority	NA	2,395,685	1,915,134	4,310,819
Orange County Transportation Authority	NA	1,052,056	841,023	1,893,079
Riverside County Transportation Commission	NA	535,349	427,963	963,312
San Bernardino County Transportation Authority	NA	540,607	432,166	972,773
Ventura County Transportation Commission	NA	256,203	204,811	461,014
Regional Entity Totals	0	4,779,900	3,821,097	8,600,997
	0	(4,779,900)	(3,821,097)	(8,600,997)
Tahoe Regional Planning Agency Tahoe Transportation District	900,147	18,165	14,521	32,686
Alpine County Transportation Commission County of Alpine	12,816	259	208	467
Amador County Transportation Commission Amador Transit	204,076	4,118	3,292	7,410
Butte County Association of Governments Butte Regional Transit	1,601,714	32,322	25,839	58,161
City of Gridley - Specialized Service	22,232	449	359	808
Regional Entity Totals	1,623,946	32,771	26,198	58,969
Calaveras County Local Transportation Commission Calaveras Transit Agency	79,417	1,603	1,281	2,884
Colusa County Local Transportation Commission County of Colusa	140,877	2,843	2,273	5,116
Del Norte County Local Transportation Commission Redwood Coast Transit Authority	204,530	4,127	3,299	7,426
El Dorado County Local Transportation Commission El Dorado County Transit Authority	1,730,379	34,919	27,914	62,833

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2020-21 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
AUGUST 1, 2020

Att. B, Al 6, 10/15/2020

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2020-21 Estimate A	Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2020-21 Estimate B	Total Fiscal Year 2020-21 Estimate C= (A+B)
Fresno County Council of Governments				
City of Clovis	1,770,328	35,725	28,559	64,284
City of Fresno	22,991,076	463,955	370,890	834,845
Fresno County Rural Transit Agency	1,875,194	37,841	30,250	68,091
Regional Entity Totals	26,636,598	537,521	429,699	967,220
Glenn County Local Transportation Commission				
County of Glenn Transit Service	119,071	2,403	1,921	4,324
Humboldt County Association of Governments				
City of Arcata	213,054	4,299	3,437	7,736
City of Blue Lake	0	0	0	0
Humboldt Transit Authority	3,063,481	61,820	49,420	111,240
Regional Entity Totals	3,276,535	66,119	52,857	118,976
Imperial County Transportation Commission				
Imperial County Transportation Commission	2,462,028	49,683	39,717	89,400
Quechan Indian Tribe	21,107	426	340	766
Regional Entity Totals	2,483,135	50,109	40,057	90,166
Inyo County Local Transportation Commission	None	None	None	None
Kern Council of Governments				
City of Arvin	62,152	1,254	1,003	2,257
City of California City	25,760	520	416	936
City of Delano	279,451	5,639	4,508	10,147
Golden Empire Transit District	5,882,508	118,708	94,896	213,604
County of Kern	1,194,767	24,110	19,274	43,384
City of McFarland	12,106	244	196	440
City of Ridgecrest	159,250	3,214	2,569	5,783
City of Shafter	57,568	1,162	929	2,091
City of Taft	360,169	7,268	5,810	13,078
City of Tehachapi	28,252	570	456	1,026
City of Wasco	31,839	643	514	1,157
Regional Entity Totals	8,093,822	163,332	130,571	293,903
Kings County Association of Governments				
City of Corcoran	122,620	2,474	1,978	4,452
Kings County Area Public Transit Agency	762,823	15,394	12,306	27,700
Regional Entity Totals	885,443	17,868	14,284	32,152
Lake County/City Council of Governments				
Lake Transit Authority	498,852	10,067	8,047	18,114
Lassen County Local Transportation Commission				
Lassen Transit Service Agency	186,872	3,771	3,015	6,786

STATE CONTROLLER'S OFFICE
2020-21 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
AUGUST 1, 2020

Att. B, Al 6, 10/15/2020

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year
		Fiscal Year 2020-21 Estimate A	Fiscal Year 2020-21 Estimate B	2020-21 Estimate C= (A+B)
Los Angeles County Metropolitan Transportation Authority				
Antelope Valley Transit Authority	20,326,872	410,192	327,911	738,103
City of Arcadia	1,607,131	32,432	25,926	58,358
City of Burbank	3,769,842	76,075	60,815	136,890
City of Claremont	456,234	9,207	7,360	16,567
City of Commerce	4,235,696	85,475	68,330	153,805
City of Culver City	15,278,536	308,318	246,472	554,790
Foothill Transit	67,815,955	1,368,511	1,094,001	2,462,512
City of Gardena	13,772,242	277,921	222,173	500,094
City of Glendale	8,225,171	165,982	132,688	298,670
City of La Mirada	874,670	17,651	14,110	31,761
Long Beach Public Transportation Company	60,542,189	1,221,728	976,661	2,198,389
City of Los Angeles	98,801,791	1,993,799	1,593,861	3,587,660
County of Los Angeles	6,316,927	127,474	101,904	229,378
Los Angeles County Metropolitan Transportation Authority	1,332,273,335	26,884,986	21,492,109	48,377,095
City of Montebello	20,096,742	405,548	324,199	729,747
City of Norwalk	9,188,277	185,417	148,224	333,641
City of Pasadena	7,704,457	155,474	124,288	279,762
City of Redondo Beach	2,905,619	58,635	46,873	105,508
City of Santa Clarita	26,010,198	524,880	419,594	944,474
City of Santa Monica	47,544,183	959,431	766,978	1,726,409
Southern California Regional Rail Authority***	236,865,779	NA	NA	NA
City of Torrance	20,472,763	413,136	330,265	743,401
Regional Entity Subtotals	2,005,084,609	35,682,272	28,524,742	64,207,014
Los Angeles County Metropolitan Transportation Authority - Corresponding to SCRRRA***	NA	2,395,685	1,915,134	4,310,819
Regional Entity Totals	2,005,084,609	38,077,957	30,439,876	68,517,833
Madera County Local Transportation Commission				
City of Chowchilla	524,476	10,584	8,461	19,045
City of Madera	169,785	3,426	2,739	6,165
County of Madera	67,286	1,358	1,085	2,443
Regional Entity Totals	761,547	15,368	12,285	27,653
Mariposa County Local Transportation Commission				
County of Mariposa	73,004	1,473	1,178	2,651
Mendocino Council of Governments				
Mendocino Transit Authority	957,692	19,326	15,449	34,775
Merced County Association of Governments				
Transit Joint Powers Authority of Merced County	1,025,125	20,687	16,537	37,224
Yosemite Area Regional Transportation System (YARTS)	958,913	19,351	15,469	34,820
Regional Entity Totals	1,984,038	40,038	32,006	72,044
Modoc County Local Transportation Commission				
Modoc Transportation Agency - Specialized Service	107,653	2,172	1,737	3,909

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

B-6

STATE CONTROLLER'S OFFICE
2020-21 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
AUGUST 1, 2020

Att. B, AI 6, 10/15/2020

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year
		Fiscal Year 2020-21 Estimate A	Fiscal Year 2020-21 Estimate B	2020-21 Estimate C= (A+B)
Mono County Local Transportation Commission Eastern Sierra Transit Authority	2,824,223	56,992	45,560	102,552
Transportation Agency for Monterey County Monterey-Salinas Transit	19,637,486	396,280	316,790	713,070
Nevada County Local Transportation Commission County of Nevada	369,077	7,448	5,954	13,402
City of Truckee	323,083	6,520	5,212	11,732
Regional Entity Totals	692,160	13,968	11,166	25,134
Orange County Transportation Authority City of Laguna Beach	1,910,271	38,549	30,816	69,365
Orange County Transportation Authority	110,748,483	2,234,880	1,786,584	4,021,464
Regional Entity Subtotals	112,658,754	2,273,429	1,817,400	4,090,829
Orange County Transportation Authority - Corresponding to SCRRRA***	NA	1,052,056	841,023	1,893,079
Regional Entity Totals	112,658,754	3,325,485	2,658,423	5,983,908
Placer County Transportation Planning Agency City of Auburn	21,830	441	352	793
County of Placer	5,410,141	109,175	87,276	196,451
City of Roseville	1,175,827	23,728	18,968	42,696
Regional Entity Totals	6,607,798	133,344	106,596	239,940
Plumas County Local Transportation Commission County of Plumas	346,829	6,999	5,595	12,594
County Service Area 12 - Specialized Service	80,198	1,618	1,294	2,912
Regional Entity Totals	427,027	8,617	6,889	15,506
Riverside County Transportation Commission City of Banning	208,349	4,204	3,361	7,565
City of Beaumont	318,557	6,428	5,139	11,567
City of Corona	426,555	8,608	6,881	15,489
Palo Verde Valley Transit Agency	175,762	3,547	2,835	6,382
City of Riverside - Specialized Service	493,635	9,961	7,963	17,924
Riverside Transit Agency	18,329,390	369,883	295,688	665,571
Sunline Transit Agency	11,506,078	232,190	185,615	417,805
Regional Entity Subtotals	31,458,326	634,821	507,482	1,142,303
Riverside County Transportation Commission - Corresponding to SCRRRA***	NA	535,349	427,963	963,312
Regional Entity Totals	31,458,326	1,170,170	935,445	2,105,615
Council of San Benito County Governments San Benito County Local Transportation Authority	151,384	3,055	2,442	5,497

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2020-21 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
AUGUST 1, 2020

Att. B, AI 6, 10/15/2020

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2020-21 Estimate A	Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2020-21 Estimate B	Total Fiscal Year 2020-21 Estimate C= (A+B)
San Bernardino County Transportation Authority				
Morongo Basin Transit Authority	1,027,787	20,741	16,580	37,321
Mountain Area Regional Transit Authority	564,732	11,396	9,110	20,506
City of Needles	58,190	1,174	939	2,113
Omnitrans	34,279,207	691,747	552,989	1,244,736
Victor Valley Transit Authority	4,530,204	91,419	73,081	164,500
Regional Entity Subtotals	40,460,120	816,477	652,699	1,469,176
San Bernardino County Transportation Authority - Corresponding to SCRRA***	NA	540,607	432,166	972,773
Regional Entity Totals	40,460,120	1,357,084	1,084,865	2,441,949
San Joaquin Council of Governments				
Altamont Corridor Express *	21,420,132	NA	NA	NA
City of Escalon	51,911	1,048	837	1,885
City of Lodi	887,825	17,916	14,322	32,238
City of Manteca	77,826	1,571	1,255	2,826
City of Ripon	44,345	895	715	1,610
San Joaquin Regional Transit District	10,156,807	204,962	163,849	368,811
City of Tracy	194,489	3,925	3,137	7,062
Regional Entity Subtotals	32,833,335	230,317	184,115	414,432
San Joaquin Regional Rail Commission - Corresponding to ACE*	NA	290,475	232,208	522,683
Regional Entity Totals	32,833,335	520,792	416,323	937,115
San Luis Obispo Area Council of Governments				
City of Arroyo Grande - Specialized Service	0	0	0	0
City of Atascadero	37,783	762	610	1,372
City of Morro Bay	42,401	856	684	1,540
City of Pismo Beach - Specialized Service	0	0	0	0
City of San Luis Obispo Transit	821,105	16,570	13,246	29,816
San Luis Obispo Regional Transit Authority	1,673,045	33,762	26,989	60,751
South County Transit	230,837	4,658	3,724	8,382
Regional Entity Totals	2,805,171	56,608	45,253	101,861
Santa Barbara County Association of Governments				
City of Guadalupe	69,525	1,403	1,122	2,525
City of Lompoc	136,501	2,755	2,202	4,957
County of Santa Barbara	0	0	0	0
Santa Barbara County Association of Governments (SBCAG)	1,620,453	32,700	26,141	58,841
Santa Barbara Metropolitan Transit District	13,488,703	272,199	217,598	489,797
City of Santa Maria	906,214	18,287	14,619	32,906
City of Solvang	104,313	2,105	1,683	3,788
Regional Entity Totals	16,325,709	329,449	263,365	592,814
Santa Cruz County Transportation Commission				
Santa Cruz Metropolitan Transit District	34,885,448	703,981	562,769	1,266,750

* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2020-21 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
AUGUST 1, 2020

Att. B, Al 6, 10/15/2020

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2020-21 Estimate A	Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2020-21 Estimate B	Total Fiscal Year 2020-21 Estimate C= (A+B)
Shasta Regional Transportation Agency Redding Area Bus Authority	1,357,867	27,401	21,905	49,306
Sierra County Local Transportation Commission County of Sierra - Specialized Service	17,768	359	287	646
Siskiyou County Local Transportation Commission County of Siskiyou	271,330	5,475	4,377	9,852
Stanislaus Council of Governments City of Ceres	70,776	1,428	1,142	2,570
City of Modesto	3,366,714	67,940	54,312	122,252
County of Stanislaus	806,855	16,282	13,016	29,298
City of Turlock	293,666	5,926	4,737	10,663
Regional Entity Totals	4,538,011	91,576	73,207	164,783
Tehama County Transportation Commission County of Tehama	194,589	3,927	3,139	7,066
Trinity County Transportation Commission County of Trinity	76,212	1,538	1,229	2,767
Tulare County Association of Governments City of Dinuba	276,368	5,577	4,458	10,035
City of Porterville	846,792	17,088	13,660	30,748
City of Tulare	589,094	11,888	9,503	21,391
County of Tulare	1,191,032	24,035	19,214	43,249
City of Visalia	4,391,535	88,620	70,844	159,464
City of Woodlake	13,667	276	220	496
Regional Entity Totals	7,308,488	147,484	117,899	265,383
Tuolumne County Transportation Council County of Tuolumne	203,234	4,101	3,279	7,380
Ventura County Transportation Commission City of Camarillo	751,079	15,157	12,116	27,273
Gold Coast Transit District	4,272,461	86,217	68,923	155,140
City of Moorpark	299,991	6,054	4,839	10,893
City of Simi Valley	1,167,392	23,558	18,832	42,390
City of Thousand Oaks	423,749	8,551	6,836	15,387
Regional Entity Subtotals	6,914,672	139,537	111,546	251,083
Ventura County Transportation Commission - Corresponding to SCRRRA***	NA	256,203	204,811	461,014
Regional Entity Totals	6,914,672	395,740	316,357	712,097
STATE TOTALS	\$ 5,696,443,829	\$ 114,953,000	\$ 91,894,500	\$ 206,847,500

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.



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

October 15, 2020

SUBJECT:

ADOPTION OF THE 2021 SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)
EXECUTIVE COMMITTEE AND BOARD OF DIRECTORS MEETING SCHEDULE

RECOMMENDATION:

That the Board of Directors adopt the 2021 Executive Committee and Board of Directors meeting schedule (Attachment A).

Budget Impact

None.

DISCUSSION:

The MTS Board of Directors annually adopts its meeting schedule for the next calendar year. The meeting schedule reflects Executive Committee and Board of Directors meetings throughout the 2021 calendar year (Attachment A). Meetings are scheduled to primarily occur on the first and second Thursdays of every month, with some exceptions due to conferences, holidays and other conflicts.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. 2021 MTS Executive Committee and Board of Directors Meeting Schedule





2021
SAN DIEGO METROPOLITAN TRANSIT SYSTEM

BOARD OF DIRECTORS AND
EXECUTIVE COMMITTEE MEETINGS
James R. Mills Building
1255 Imperial Avenue, 10th Floor

Executive Committee Meetings Thursdays at 9:00 a.m.	Board Meetings Thursdays at 9:00 a.m.
January 14	January 21
February 4	February 11
March 4	March 11 (Finance Workshop)
April 1	April 8 (Finance Workshop)
May 6	May 13 (Public Hearing)
June 10	June 17
July 15	July 29
August 5	August 12
September 9	September 16
October 7	October 14
November 4	November 18
December 2	December 16





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

Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 15, 2020

SUBJECT:

TRACTION POWER SUBSTATIONS BUILDINGS REPAIR – WORK ORDER UNDER A
JOB ORDER CONTRACT (JOC) AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC312-01 (in substantially the same format as Attachment A) under MTS Doc. No. PWL312.0-20 with HMS Construction, Inc. (HMS) for the repair of exteriors and roofs of seven (7) traction power substations (TPSS) along the Green and Orange Trolley lines in the amount of \$134,992.78 plus the payment of applicable JOC administrative fees, for a total cost of \$137,368.65.

Budget Impact

The total budget for this project shall not exceed \$137,368.65 inclusive of a direct cost of \$134,992.78 and the administrative fees totaling \$2,375.87. This project is funded by MTS Capital Improvement Project (CIP) 2006112301 – TPSS Buildings Repair.

DISCUSSION:

The existing TPSS along the Green and Orange trolley lines have been in service for more than 20 years. Currently, the exterior and roofs of nine (9) TPSS are leaking water and require repairs. This project will repair seven (7) highest priority out of the 9 TPSS structures that require repairs. The work is necessary to eliminate safety hazards for maintenance employees, and reduce system downtime caused by electric shortages due to water leakage. Additional CIP funding requests for FY 22–26 are needed to address the remaining locations.

On April 9, 2020, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide on-call JOC Railroad Signals, Overhead Catenary Systems, and Track Work



Construction services that primarily consists of railroad signal, overhead catenary system and trackwork improvements, including main line and trolley line railroad signals, grade crossing warning devices, overhead catenary, traction power, trackwork, special trackwork and related switch gear and wiring, traction power substations, and related civil construction improvements work; and all required incidental professional and technical services required for quality control monitoring and testing, and other disciplines as needed.

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.

On June 18, 2020, the MTS Board of Directors authorized the CEO to execute MTS Doc. No. PWL312.0-20 with HMS for Railroad Signals, Overhead Catenary Systems, And Track Work Construction Services.

Today's proposed action would issue a work order to HMS under this JOC master Agreement (Attachment A). Pricing for this repair work order was reviewed and determined to be fair and reasonable. HMS will be providing all materials, labor, and equipment necessary for the repairs. The work is scheduled to be completed in June 2021.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC312-01 under MTS Doc. No. PWL312.0-20 with HMS for the repair of exteriors and roofs of seven (7) TPSS along the Green and Orange Trolley lines in the amount of \$134,992.78 plus the payment of applicable JOC administrative fees, for a total cost of \$137,368.65.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. Draft Work Order Contract MTSJOC312-01



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Tel 619.231.1466 Fax 619.234.3407

JOB ORDER CONTRACT
WORK ORDER

PWL312.0-20
CONTRACT NUMBER

MTSJOC312-01
WORK ORDER NUMBER

THIS AGREEMENT is entered into this _____ day of _____, 2020 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: HMS Construction, Inc. Address: 2885 Scott St.

Vista, CA 92081

Form of Business: Corporation
(Corporation, Partnership, Sole Proprietor, etc.) Email : mike@hmsconco.com

Telephone: 760.727.9808

Authorized person to sign contracts Michael C. High President
Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWL312.0-20), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.)

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$134,992.78

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	HMS CONSTRUCTION, INC.
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	Title: _____
By: <u>Karen Landers, General Counsel</u>	



EXHIBIT A (Scope of Work)

San Diego Metropolitan Transit System

1255 Imperial Ave, San Diego, CA 92101

Date: 9/11/2020

Final Scope of Work**Job Order Contracting****To:** **From:****Contract No:** PWL312.0-20**Job Order No:** MTSJOC312-01**Job Order Title:** TPSS Roof Repairs (7 Each)

Green Line ROW 1255 Imperial Ave San Diego, CA 92101

The existing substations have been in service more than 20 years ago. As these substations are surpassing their life expectancy, the substations have been retrofitted with new DC Gear and we also have plans for upgrading the AC gear. Currently we have nine locations that the roofs and exterior surfaces are leaking and require repair due to deteriorating structures. This causes safety hazards for maintenance employees during maintenance calls and also provides down time to traction power systems, in a lack of redundancy. It is only a matter of time before the remainder of the substations develop leaks and will require repair.

The Contractor shall provide all labor, materials, equipment to complete the work in accordance with the Scope of Work. All work shall be in compliance with all local, state and federal rules and regulations, as applicable. The scope of work consists of the following:

1. Inspection, Repair, Seal walls and doors and coat roof
2. The Contractor shall be responsible for the complete inspection, material supply, delivery, installation, and all required hardware and equipment, and Contract coordination with SDTI, to support an integrated construction during all phases of the work.
3. The work shall consist of procuring and installing repair panels, gasket material, caulking basic cleaning and primer and coating to the roofs of thirty-two (32) existing substations.
4. The work shall consist of, but is not limited to:
5. The Contractor shall furnish all labor, equipment, materials and accessories required to make repairs to substations
6. In addition, the Contractor shall provide all required support and services, including from their equipment and material suppliers, covering all Contract materials and equipment manufacture, shop and field fabrication. This includes any manufacturer's field engineering assistance deemed necessary during the system installation and for all necessary changes to the system and equipment resulting from manufacturing discrepancies identified during the installation, at no additional cost to SDTI.
7. Contractor shall be responsible for providing all required support for equipment manufacturers during field assembly, installation of each traction power substation.
8. The first 9 TPSS are listed below:
 - i. Front A and B
 - ii. Amaya
 - iii. Weld
 - iv. Morena
 - v. Fashion Valley
 - vi. Mission Valley
 - vii. Stadium West TPS
 - viii. Stadium East TPS

Submittals: Construction Schedule and Work Plan Coordination; MOW Supervisor, Arol Trewin;
 Work Hours: Weekdays 7:00am - 4:00pm

 Thang Nguyen, Systems Engineer

 Date

EXHIBIT B (Cost Breakdown)

**Price Proposal Detail****By Category Report****Version: 2.0****Approved 09/10/2020 03:25:34 PM PST**

JOC Name (Contractor): HMS Construction Inc.
Contract Name: RAILROAD SIGNALS, Overhead Catenary Systems and Track
Contract Number: PWL312.0-20
Job Order Number: MTSJOC312-01
Job Order Title: TPSS Roof Repairs (7 Each)
Location: Green Line ROW
Cost Proposal Date: September 10, 2020
Proposal Value: \$134,992.78

Category 1	Category 2	Category Totals
01-General Requirements		\$62,475.35
02-Roofing		\$72,517.43
03- Excluded		\$0.00
Proposal Total:		\$134,992.78
The Percentage of Non Pre-Priced on this Proposal:		0.00%

**Price Proposal Detail****By Category Report****Version: 2.0****Approved 09/10/2020 03:25:34 PM PST**

JOC Name (Contractor): HMS Construction Inc.
Contract Name: RAILROAD SIGNALS, Overhead Catenary Systems and Track
Contract Number: PWL312.0-20
Job Order Number MTSJOC312-01
Job Order Title TPSS Roof Repairs (7 Each)
Location: Green Line ROW
Cost Proposal Date: September 10, 2020
Proposal Value: \$134,992.78

Category 1								Total				
Category 2	Record #	CSI Number	MOD	UOM	Description							
Category 1 :01-General Requirements								\$62,475.35				
	1	012220000027		HR	Laborer							
		Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
			Installation	HR		392.00	x	\$73.42	x	1.0000	=	\$28,780.64
												\$28,780.64
User Note: 7 TPSS Substations x 64 hours each												
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.												
Owner Comments: V:1.2-Do we need 8 days per location? I was thinking more like 5 days per location												
Contractor Comments: V:1.3-Changed to 7 days. This is a TWO coat surface												



Price Proposal Detail

By Category Report

Version: 2.0

Approved 09/10/2020 03:25:34 PM PST

2	012220000052	HR	Truck Driver (Group 4)							
	<i>Accepted</i>									
				Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	HR		196.00	x	\$71.68	x	1.0000	=	\$14,049.28
										\$14,049.28

User Note:

Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.

Owner Comments: V:1.2-Please explain this!

Contractor Comments: V:1.1-HMS

V:1.3-Foreman - 4 hrs per day x 7 days x 7 locations = 196 hrs

3	012220000052	0001	HR	For Foreman, Add						
	<i>Accepted</i>									
				Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	HR		196.00	x	\$3.58	x	1.0000	=	\$701.68
										\$701.68

User Note:

Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.

Owner Comments:

Contractor Comments:

4	015219000002		WK	Portable Chemical Toilet						
	<i>Accepted</i>									
				Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	WK		14.00	x	\$63.29	x	1.0000	=	\$886.06
										\$886.06

User Note:

Item Note:

Owner Comments:

Contractor Comments: V:1.1-7 locations @ 2 weeks each

5	015219000007		WK	Service Trailer Restrooms, 3 Times Per Week						
	<i>Accepted</i>									
				Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	WK		3.50	x	\$2,140.62	x	1.0000	=	\$7,492.17
										\$7,492.17

User Note:

Item Note:

Owner Comments: V:1.2-Do we really need 3 times a week?

Contractor Comments: V:1.1-Service once a week

V:1.3-Gordian is pre determined for 3 times a week. This amount is for mobe / de-mobe and 2 service calls over a 2 week period (1 per week)



Price Proposal Detail

By Category Report

Version: 2.0

Approved 09/10/2020 03:25:34 PM PST

6	015219000008	WK	Two Station Portable Handwash						
	<i>Accepted</i>		Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	WK	14.00	x	\$31.18	x	1.0000	=	\$436.52
									\$436.52

User Note:

Item Note:

Owner Comments:

Contractor Comments: V:1.1-Covid / snitation

7	017419000012	EA	10 CY Dumpster (1.5 Ton) "Construction Debris"						
	<i>Accepted</i>		Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	EA	7.00	x	\$550.00	x	1.0000	=	\$3,850.00
									\$3,850.00

User Note:

Item Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee.
Non-hazardous material.

Owner Comments:

Contractor Comments:

8	087233000170	LF	1-1/8" Cushion "V", Spring Bronze Perimeter Gasketing Weather-Strip (Pemko B75)						
	<i>Accepted</i>		Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	LF	1,300.00	x	\$4.83	x	1.0000	=	\$6,279.00
									\$6,279.00

User Note: Mc Master Carr material equivalent
estimate 200 lf per TPSS x 7ea

Item Note:

Owner Comments:

Contractor Comments:

Total For Category 01-General Requirements: \$62,475.35

Approved 09/10/2020 03:25:34 PM PST

A-9



Price Proposal Detail

By Category Report

Version: 2.0

Approved 09/10/2020 03:25:34 PM PST

12	050523001178	EA	12-24 x 1-1/2", Hex Washer Head, Teks® 5 Self Drilling Screw							
	<i>Accepted</i>			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	EA		25.00	x	\$3.05	x	1.0000	=	\$76.25
										\$76.25

User Note:

Item Note:

Owner Comments:

Contractor Comments: V:1.1-Morena

13	051223000132	SI	Metal Grinding Up To 1/32" Thickness To Be Removed							
	<i>Accepted</i>			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	SI		144.00	x	\$0.70	x	1.0000	=	\$100.80
										\$100.80

User Note:

Item Note: Includes rust or scale removal on metal and smoothing surface.

Owner Comments:

Contractor Comments: V:1.1-Morena

14	099653000004	SF	Paint, Conventional Spray, Elastomeric, Per Coat							
	<i>Accepted</i>			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	SF		6,720.00	x	\$1.47	x	1.0000	=	\$9,878.40
										\$9,878.40

User Note: 480 sf x 2 coats = 960sf ea x 7 tpss = 6720 sf

Item Note:

Owner Comments:

Contractor Comments:

15	099713230013	SF	Type 1 Structural Steel SP6 Commercial Blast Cleaning Surface Preparation							
	<i>Accepted</i>			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	SF		3,360.00	x	\$2.11	x	1.0000	=	\$7,089.60
										\$7,089.60

User Note:

Item Note:

Owner Comments:

Contractor Comments: V:1.1-7 each @ 480sf ea

Total For Category 02-Roofing: \$72,517.43

Category 1											
Category 2		Record #	CSI Number	MOD	UOM	Description				Total	
Category 1 :03- Excluded										\$0.00	
	16	101423110098		EA	Removal And Reinstallation Of Building Signage, Exterior Up To 4 SF						
		Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
			Installation	EA	0.00	x	\$154.59	x	1.0000	=	\$0.00
										\$0.00	
User Note: Exterior Walls Excluded per MTS.											
Item Note:											
Owner Comments:											
Contractor Comments:											
Total For Category 03- Excluded:										\$0.00	
Total:										\$134,992.78	
Owner Changes Total:										\$0.00	
Proposal Total:										\$134,992.78	
The Percentage of Non Pre-Priced on this Proposal:										0.00%	

EXHIBIT C

(Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Att. A, A/B, 10/15/2020
 Metropolitan Transit System

Subcontractor Report

Date: 9/11/2020

Job Order Contracting

Contract #: PWL312.0-20
Job Order #: MTSJOC312-01
Job Order Title: TPSS Roof Repairs (7 Each)
Location: Green Line ROW
Contractor: HMS Construction Inc.
Subcontractor: General Coatings

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
General Coatings 6711 Nancy Ridge Rd, San Diego, CA 92120	527547	Waterproofer		\$33,600.00	24.89%



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

Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 15, 2020

SUBJECT:

SUPPLY OF RAIL NOISE SUPPRESSION LUBRICANT – 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. L1544.0-20 (in substantially the same format as Attachment A), with Synco Chemical Corporation (Synco) for the supply of rail noise suppression lubricant in the amount of \$869,330.45.

Budget Impact

The total budget for this project shall not exceed \$869,330.45. This project is funded by MTS Operating account number 543100-370016 - Track Department - Lubricants.

DISCUSSION:

Rail lubricants serve the purpose of noise suppression and rail lubrication along the populated business and residential corridors of the San Diego Trolley Inc. (SDTI). They prevent rust, reduce corrosion, and provide rail wear and wheel wear reduction.

On June 23, 2020, MTS issued an Invitation for Bids to purchase a rail noise suppression lubricant. Two bids were received by the due date of August 21, 2020 from the following bidders with the overall total amounts including California sales tax as follows:

Bidder	Amount	Sales Tax	Overall Total Amount
Synco	\$806,803.20	\$62,527.25	\$869,330.45
Zemarc	\$836,035.20	\$64,792.73	\$900,827.93
<i>MTS Independent Cost Estimate (ICE)</i>	<i>\$999,785.62</i>	<i>\$77,483.38</i>	<i>\$1,077,269.00</i>



MTS staff has deemed Synco, the lowest responsive and responsible bidder. Synco's bid has been determined to be fair and reasonable by comparison of bids received and MTS's ICE. Synco SuperLube # 47-41040-5 is environmentally safe and biodegradable, and has non-insulating properties compatible with the SDTI signal system.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L1544.0-20 (in substantially the same format as Attachment A), with Synco for the supply of rail noise suppression lubricant, in the amount of \$869,330.45.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. Draft Standard Agreement MTS Doc. No. L1544.0-20
B. Bid Summary MTS Doc. No. L1544.0-20



**STANDARD AGREEMENT
FOR
MTS Doc No: L1544.0-20**

RAIL NOISE SUPPRESSION LUBRICANT

THIS AGREEMENT is entered into this _____ day of _____, 2020 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: Synco Chemical Corporation Address: PO Box 405
Bohemia, NY 11716-0405
Form of Business: Corporation
(Corporation, Partnership, Sole Proprietor, etc.) Email : natalia@super-lube.com
Telephone: 631-567-5300

Authorized person to sign contracts Natalia Diaz Controller
Name Title

The Contractor agrees to provide goods as specified in the conformed Scope of Work/Minimum Technical Specification (Exhibit A), Contractor's Bid/Pricing Form (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), Federal Requirements (Exhibit D), and Forms (Exhibit E).

The contract term is for up to (5) years effective December 1, 2020 through November 30, 2025.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$869,330.45 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	SYNCO CHEMICAL CORPORATION
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	
By: <u>Karen Landers, Office of General Counsel</u>	Title: _____



RAIL NOISE SUPPRESSION LUBRICANT**MTS DOC. NO. L1544.0-20****BID FORM (ADDENDUM NO. 2) 7/29/20****BIDDER NAME:** Synco Chemical Corporation

LUBRICANT: Synco SuperLube manufacturer number 47-41040-5
(Bidders to indicate option selected: Synco SuperLube, manufacturer number 47-41040-5; or Claretech EcoCurve Trackside Part #181808)

Year	Estimated Annual Quantity (Unit of Measure is Pounds)	*Unit Cost (Per Pound)	*Extended Cost (Annual Quantity x Unit Cost)
1 (Base)	20,160 lbs.	\$7.63	\$153,820.80
2 (Option)	20,160 lbs.	\$7.78	\$156,844.80
3 (Option)	20,160 lbs.	\$7.94	\$160,070.40
4 (Option)	20,160 lbs.	\$8.25	\$166,320.00
5 (Option)	20,160 lbs.	\$8.42	\$169,747.20
Not-to-Exceed Total (5 years)			\$806,803.20
(BASIS FOR AWARD)			Plus tax \$62,527.25 Total = \$869,330.45

*Unit pricing shall be all-inclusive with the exception of California sales tax. MTS will calculate sales tax at purchase order issuance. The all-inclusive price includes but is not limited to overhead costs, delivery costs, drum deposit fees, recycling fees, and any other miscellaneous fees related to this lubricant. Other than the CA sales tax, MTS will not pay any other additional costs.



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

Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 15, 2020

SUBJECT:

REGIONAL TRANSIT MANAGEMENT SYSTEM (RTMS) RADIO POST-WARRANTY
MAINTENANCE SERVICES CONTRACT AMENDMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1887.3-16 (Amendment 3) (in substantially the same format as Attachment A) with Motorola Solutions Inc. to extend the RTMS post-warranty radio system maintenance agreement from January 1, 2021 through December 31, 2021 in the amount of \$419,984.75.

Budget Impact

The previously approved contract value was \$1,722,814.35. Amendment 3 increases the contract by \$419,984.75 which will increase the total Board approved project funding to \$2,142,799.10 as detailed below.

Costs for Motorola RTMS post-warranty services are shared between MTS and North County Transit District (NCTD), under Memorandum of Understanding (MOU) G0699.0-02. MTS's portion of the Amendment 3 costs will be approximately \$314,988.56. This project is funded by the Information Technology (IT) department operating budget 661010-571250. NCTD's portion of the costs will be approximately \$104,996.18. The total adjusted cost of MTS Doc. No. G1887.0-16, inclusive of all amendments, will not exceed \$2,142,799.10.



DISCUSSION:

MTS and NCTD are currently using the RTMS to manage and communicate with their buses in daily transit operations. Motorola is the current provider of radio system maintenance and is implementing the radio system upgrade. The current maintenance contract with Motorola, G1887.0-16, is currently scheduled to end on December 31, 2020. The radio system upgrade contract, PWG279.0-19, which was previously awarded, is currently anticipated to be complete in Summer 2021.

Today's proposed action will approve Amendment No. 3 to provide Maintenance and Support for the legacy RTMS Radio System during this transition period, in order to maintain operational continuity and provide support for any hardware or software failures after December 31, 2020, but before the upgrade project is complete.

If the upgrade is completed before December 31, 2021, the maintenance contract will be terminated at that time. Payments will be made on a monthly basis. There is no penalty for terminating early.

MTS staff has determined the pricing for an ongoing support and maintenance during transition would be of the best value to MTS.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G1887.3-16 (in substantially the same format as Attachment A) with Motorola Solutions Inc. to extend the RTMS post-warranty radio system maintenance agreement from January 1, 2021 through December 31, 2021 for a total amount of \$419,984.75.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachments: A. Draft Amendment MTS Doc. No. G1887.3-16

THIRD AMENDMENT STANDARD SERVICES AGREEMENT

THIS THIRD AMENDMENT TO STANDARD SERVICES AGREEMENT ("Amendment") is entered into and effective this _____ day of _____, 2020 ("Effective Date") by and between the San Diego Metropolitan Transit System ("MTS"), and Motorola Solutions, Inc., each of which may alternatively be referred to herein as a "Party" and collectively as the "Parties". All capitalized terms in this Amendment shall have the same meaning as in the Agreement (as defined below) unless otherwise stated herein.

RECITALS

WHEREAS, the Parties entered into that certain Standard Services Agreement dated October 4, 2016, as amended ("Agreement");

WHEREAS, the Agreement terminates on December 31, 2020;

WHEREAS, the Parties desire to amend the Agreement to extend the term and include the services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto amend the Agreement as follows:

1. The term of the Agreement is extended until December 31, 2021 ("Extended Term").
2. During the Extended Term, MTS agrees to pay Motorola Solutions, Inc., the fees set forth in the Pricing Schedule, a copy of which is attached hereto as Exhibit A-2. Services for the Extended Term will be invoiced monthly upon execution of this Amendment.
3. Conflict/No Other Modifications. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control. All other terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives as of the Effective Date. This Amendment may be executed in counterparts, all of which taken together shall constitute one instrument. Electronic or facsimile signatures are acceptable forms of execution of this Amendment and shall be binding on all Parties hereto.

**SAN DIEGO METROPOLITAN TRANSIT
SYSTEM**

Signature

Name

Title

Date

MOTOROLA SOLUTIONS, INC.

Signature

Name

Title

Date

EXHIBIT A-2
Pricing Schedule

Service Offering	Model	Jan 01, 2021 - Dec 31, 2021
Technical Support	LSV01Q00394A	\$ 13,402.70
Dispatch Service	LSV01Q00395A	\$ 6,245.53
Onsite - Regular	LSV01Q00396A	\$271,490.14
Preventative Maintenance	LSV01Q00397A	\$ 28,651.22
Infrastructure Repair	LSV01Q00398A	\$ 65,271.11
APX6500 Essential	LSV01S00143A	\$ 31,540.32
APX4500 Essential	LSV01S00144A	\$ 3,383.73
	Total	\$419,984.75



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

Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 15, 2020

SUBJECT:

TRANSIT BUS DRIVER BARRIERS – 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. B0720.0-21 with The Aftermarket Parts Company, LLC (Aftermarket Parts) (in substantially the same format as Attachment A) for the purchase of up to 508 driver protection barriers with options for installation in the amount of \$2,750,515.25

Budget Impact

The total budget for this project shall not exceed \$2,750,515.25 (inclusive of sales tax). The project is funded by the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act.

The funding for this contract would be allocated as summarized below:

Bus Division	Qty	Acct / GL	Total Amount
San Diego Transit Corporation (SDTC) Imperial Ave. Division (IAD)	119	902014-545100	\$592,166.85
San Diego Transit Corporation (SDTC) Kearny Mesa Division (KMD)	77	902014-545100	\$376,900.16
South Bay Division (SBD)	197	801012-545100	\$956,476.99
East County Division (ECD)	66	820012-545100	\$299,990.80
Option – additional barriers (ECD)	49	TBD	\$222,720.45
Option – installation	508	TBD	\$302,260.00
Total			\$2,750,515.25



DISCUSSION:

The transit industry as a whole is working hard to provide modern solutions for bus driver protection. Today, providing protection and ensuring operational safety while maintaining bus operator comfort has never been more challenging. From driver assaults to COVID-19 exposure, bus drivers are faced with more safety concerns than ever before. MTS bus operations staff determined that bus driver barriers were the best solution to provide a layer of driver protection from driver assaults while providing an extra layer of virus / germ exposure protection.

MTS collected information on the types of bus driver barriers currently available and installed two different prototypes on a 2014 New Flyer XN60 bus and a 2017 Gillig C40 Low Floor Compressed Natural Gas (CNG) bus. Through testing and bus operators' input, a decision was made to purchase bus operator barriers for all MTS 40-foot and 60-foot buses, except for buses being retired in Fiscal Year (FY) 21. All new bus purchases will come equipped with the same barrier.

An Invitation for Bids (IFB) to provide bus barriers was issued on August 7, 2020. Two (2) bids were received and opened on September 16, 2020 from the following bidders with the overall total amounts including CA sales tax as follows:

Bidder	Total Cost - 459 Barriers	Option – 49 Additional Barriers	Option - Installation	Total Amount
Gillig LLC	\$2,704,473.87	\$285,057.40	\$304,800.00	\$3,294,331.27
The Aftermarket Parts	\$2,225,534.80	\$222,720.45	\$302,260.00	\$2,750,515.25
MTS Independent Cost Estimate (ICE)	\$2,359,342.00	\$251,762.00	\$254,528.32	\$3,066,915.38

MTS staff has deemed Aftermarket Parts, the lowest responsive and responsible bidder. Aftermarket Parts' bid has been determined to be fair and reasonable by comparison of bids received and MTS's ICE.

Therefore, staff recommends the MTS Board of Directors authorize the CEO to execute MTS Doc. No. B0720.0-21 with Aftermarket Parts for the purchase of up to 508 driver protection barriers with options for installation in the amount of \$2,750,515.25.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachments: A. Draft Sample Agreement MTS Doc. No B0720.0-21
B. Bid Summary B0720.0-21

**STANDARD PROCUREMENT AGREEMENT****FOR****MTS DOC. NO. B0720.0-21****TRANSIT BUS DRIVER BARRIERS**

THIS AGREEMENT is entered into this _____ day of _____, 2020 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: The Aftermarket Parts Company, LLC Address: 3229 Sawmill Parkway
Delaware OH 43016
Form of Business: LLC City State Zip
(Corporation, Partnership, Sole Proprietor, etc.) Email : Kerri.Moloney@nfi.parts
Telephone: 204-982-8401

Authorized person to sign contracts Kerri Moloney Vice President, Customer Service
(NFI Parts)
Name Title

The Contractor agrees to provide goods as specified in the Scope of Work/Minimum Technical Specifications (Exhibit A), The Aftermarket Parts Company, LLC's Bid dated September 16, 2020 (Exhibit B), and in accordance with the Standard Procurement Agreement, including Standard Conditions Procurement (Exhibit C), Federal Requirements (Exhibit D), and signed MTS Forms (Exhibit E).

The contract term is for up to approximately one (1) year effective November 1, 2020 through September 30, 2021.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$2,750,515.24 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	THE AFTERMARKET PARTS COMPANY, LLC
By: <u>Sharon Cooney, Chief Executive Officer</u>	By <u>Kerri Moloney</u>
Approved as to form:	Title: <u></u>
By: <u>Karen Landers, Office of General Counsel</u>	

BID SUMMARY**TRANSIT BUS DRIVER BARRIERS IFB, MTS DOC. NO. B0720.0-21**

I. TRANSIT BUS DRIVER BARRIERS							
MTS BUS (IAD)				AFTERMARKET PARTS (NF)		GILLIG	
#	BUS TYPE	BUS SERIES	QTY	Unit Cost per Barrier	TOTAL	Unit Cost per Barrier	TOTAL
1	NFIL 40FT LFR CNG	600	26	\$ 4,802.86	\$ 124,874.36	\$ 5,594.27	\$ 145,451.02
2	NFIL 40 FT LFR CNG	700	31	\$ 4,802.86	\$ 148,888.66	\$ 5,594.27	\$ 173,422.37
3	GILLIG 40 FT LF CNG	800	26	\$ 4,218.39	\$ 109,678.14	\$ 5,399.07	\$ 140,375.82
4	NFIL 60 FT ARTICS RAPID	1200	18	\$ 4,813.04	\$ 86,634.72	\$ 5,495.21	\$ 98,913.78
5	GILLIG 40 FT CNG	1400	10	\$ 4,218.39	\$ 42,183.90	\$ 5,399.07	\$ 53,990.70
6	NFIL XE40 BEB	1500	6	\$ 4,813.04	\$ 28,878.24	\$ 5,495.21	\$ 32,971.26
7	GILLIG 40 FT BEB	1600	2	\$ 4,218.39	\$ 8,436.78	\$ 5,399.07	\$ 10,798.14
8	Subtotal		119		\$ 549,574.80		\$ 655,923.09
9	CA 7.75% Sales Tax				\$ 42,592.0470		\$ 50,834.0395
10	Total (MTS BUS-IAD)				\$ 592,166.85		\$ 706,757.13

MTS BUS (KMD)				AFTERMARKET PARTS (NF)		GILLIG	
#	BUS TYPE	BUS SERIES	QTY	Unit Cost per Barrier	TOTAL	Unit Cost per Barrier	TOTAL
1	GILLIG 40 FT LF CNG	900	12	\$ 4,218.39	\$ 50,620.68	\$ 5,399.07	\$ 64,788.84
2	GILLIG 40 FT LF CNG	200	23	\$ 4,218.39	\$ 97,022.97	\$ 5,399.07	\$ 124,178.61
3	NFIL 60 FT ARTICS RAPID	1100	29	\$ 4,813.04	\$ 139,578.16	\$ 5,495.21	\$ 159,361.09
4	NFIL 60 FT ARTICS	1300	13	\$ 4,813.04	\$ 62,569.52	\$ 5,495.21	\$ 71,437.73
5	Subtotal		77		\$ 349,791.33		\$ 419,766.27
6	CA 7.75% Sales Tax				\$ 27,108.8281		\$ 32,531.8859
7	Total (MTS BUS-KMD)				\$ 376,900.16		\$ 452,298.16

MCS SOUTH BAY DIVISION (SBD)				AFTERMARKET PARTS (NF)		GILLIG	
#	BUS TYPE	BUS SERIES	QTY	Unit Cost per Barrier	TOTAL	Unit Cost per Barrier	TOTAL
1	GILLIG 40 FT LF CNG	2000	14	\$ 4,218.39	\$ 59,057.46	\$ 5,399.07	\$ 75,586.98
2	GILLIG 40 FT LF CNG	2100	36	\$ 4,218.39	\$ 151,862.04	\$ 5,399.07	\$ 194,366.52
3	GILLIG 40 FT LF CNG	2781-2787	7	\$ 4,218.39	\$ 29,528.73	\$ 5,399.07	\$ 37,793.49
4	NFIL 40 FT LF CNG	2800	36	\$ 4,948.52	\$ 178,146.72	\$ 5,594.27	\$ 201,393.72
5	NFIL 40 FT LFR CNG	2900	22	\$ 4,802.86	\$ 105,662.92	\$ 5,594.27	\$ 123,073.94
6	GILLIG 40 FT LF CNG	2300	15	\$ 4,218.39	\$ 63,275.85	\$ 5,399.07	\$ 80,986.05
7	GILLIG 40 FT LF CNG	2400	38	\$ 4,218.39	\$ 160,298.82	\$ 5,399.07	\$ 205,164.66
8	NFIL 40 FT LF CNG	7300	2	\$ 4,948.52	\$ 9,897.04	\$ 5,594.27	\$ 11,188.54
9	NFIL 60 FT LF CNG	7400	10	\$ 4,813.04	\$ 48,130.40	\$ 5,495.21	\$ 54,952.10
10	NFIL 60 FT LF CNG	7500	17	\$ 4,813.04	\$ 81,821.68	\$ 5,495.21	\$ 93,418.57
11	Subtotal		197		\$ 887,681.66		\$ 1,077,924.57
12	CA 7.75% Sales Tax				\$ 68,795.3287		\$ 83,539.1542
13	Total (MTS-SBD)				\$ 956,476.99		\$ 1,161,463.72

MCS EAST COUNTY DIVISION (ECD)				AFTERMARKET PARTS (NF)		GILLIG	
#	BUS TYPE	BUS SERIES	QTY	Unit Cost per Barrier	TOTAL	Unit Cost per Barrier	TOTAL
1	GILLIG 40 FT LF CNG	8200	13	\$ 4,218.39	\$ 54,839.07	\$ 5,399.07	\$ 70,187.91
2	GILLIG 40 FT LF CNG	8300	38	\$ 4,218.39	\$ 160,298.82	\$ 5,399.07	\$ 205,164.66
3	GILLIG 40 FT LF CNG	2300	9	\$ 4,218.39	\$ 37,965.51	\$ 5,399.07	\$ 48,591.63
4	GILLIG 40 FT LF CNG	8351-8356	6	\$ 4,218.39	\$ 25,310.34	\$ 5,399.07	\$ 32,394.42
8	Subtotal		66		\$ 278,413.74		\$ 356,338.62
9	CA 7.75% Sales Tax				\$ 21,577.0649		\$ 27,616.2431
10	Total (MTS-ECD)				\$ 299,990.80		\$ 383,954.86

II. OPTION FOR ADDITIONAL BARRIERS							
MCS EAST COUNTY DIVISION (ECD)				AFTERMARKET PARTS (NF)		GILLIG	
#	BUS TYPE	BUS SERIES	QTY	Unit Cost per Barrier	TOTAL	Unit Cost per Barrier	TOTAL
1	GILLIG 40 FT LF CNG	TBD	49	\$ 4,218.39	\$ 206,701.11	\$ 5,399.07	\$ 264,554.43
2	Subtotal		49		\$ 206,701.11		\$ 264,554.43
3	CA 7.75% Sales Tax				\$ 16,019.3360		\$ 20,502.9683
4	Total (MTS-ECD)				\$ 222,720.45		\$ 285,057.40

TOTALS		AFTERMARKET PARTS (NF)		GILLIG	
1	MTS BUS (IAD)	\$	592,166.85	\$	706,757.13
2	MTS BUS (KMD)	\$	376,900.16	\$	452,298.16
3	MCS SOUTH BAY DIVISION (SBD)	\$	956,476.99	\$	1,161,463.72
4	MCS EAST COUNTY DIVISION (ECD)	\$	299,990.80	\$	383,954.86
5	OPTION - ADDITIONAL BARRIERS (49)	\$	222,720.45	\$	285,057.40
GRAND TOTAL (BARRIERS)		\$	2,448,255.25	\$	2,989,531.27

III. OPTION - INSTALLATION OF BARRIERS			AFTERMARKET PARTS (NF)		GILLIG	
#	BUS TYPE	QTY	Installation Cost per Barrier	TOTAL	Installation Cost per Barrier	TOTAL
1	NFIL 40FT LF CNG Buses	117	\$ 595.00	\$ 69,615.00	\$ 600.00	\$ 70,200.00
2	NFIL 60FT Articulated Buses	87	\$ 595.00	\$ 51,765.00	\$ 600.00	\$ 52,200.00
3	NFIL XE40FT BEB Buses	6	\$ 595.00	\$ 3,570.00	\$ 600.00	\$ 3,600.00
4	GILLIG 40FT LF CNG Buses	247	\$ 595.00	\$ 146,965.00	\$ 600.00	\$ 148,200.00
5	GILLIG 40FT BEB Buses	2	\$ 595.00	\$ 1,190.00	\$ 600.00	\$ 1,200.00
6	OPTION – Additional Buses	49	\$ 595.00	\$ 29,155.00	\$ 600.00	\$ 29,400.00
7	TOTAL (INSTALLATION)	508		\$ 302,260.00		\$ 304,800.00

GRAND TOTAL (including OPTIONS)		\$	2,750,515.25	\$	3,294,331.27
---------------------------------	--	----	--------------	----	--------------



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

Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 15, 2020

SUBJECT:

FARE VALIDATOR INFRASTRUCTURE CONSTRUCTION – CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to:

- 1) Execute MTS Doc. No. PWG316.0-20 (in substantially the same format as Attachment A), with Chula Vista Electric Co., a Small Business (SB), for the construction of new fare validator infrastructure at various trolley stations for the Fare System Upgrade Project in the amount of \$1,354,714.00; and
- 2) Approve a 15% contingency for change orders in the amount of \$203,207.10.

Budget Impact

The total budget for this project is \$1,557,921.10, which includes a 15% contingency. This project will be funded by the MTS Capital Improvement Program (CIP) Project # 1009004902 – Fare System Upgrades.

<u>DESCRIPTION</u>	<u>EXECUTION</u>	<u>BID AMOUNT</u>	<u>W/ 15% CONTINGENCY</u>
Base -	Executing now	\$936,270.00	\$1,076,710.50
Add Alternate 1	Executing at a later date	\$72,965.00	\$83,909.75
Add Alternate 2	Executing at a later date	\$90,533.00	\$104,112.95
Add Alternate 3	Executing at a later date	\$85,031.00	\$97,785.65
Add Alternate 4	Executing at a later date	\$49,604.00	\$57,044.60
Add Alternate 5	Executing at a later date	\$120,311.00	\$138,357.65
TOTAL		\$1,354,714.00	\$1,557,921.10



DISCUSSION:

With the implementation of the new Fare System Upgrade project, MTS customers will have increased payment flexibility via an account-based fare system. The new system will require customers to tap the fare card for each new trip, including a transfer between the Blue and Green Trolley line. The new system will allow MTS to capture better data and provide incentives for transit users, such as fare capping. Fare capping will ensure customers cannot be overcharged and will provide the same benefit of the monthly pass without requiring full payment on the first of the month.

To tap a fare card, customers approach a validator located within MTS transit centers and along trolley platforms. With the roll out of the new fare system, MTS will replace the existing validators with units from INIT, Inc., and will increase the number of units available at our busiest stations.

Staff has conducted an extensive field survey to identify locations for the new units as well as identifying the infrastructure improvements required to facilitate the new validators. On January 16, 2020, the MTS Board approved the Design Work Order WOA1946-AE-48 for MTS Doc. No. G1946.0-17 with Global Signals Group, Inc. to provide engineering design services for the Fare System Upgrade – New Validators project. The design was completed on June 30, 2020.

This contractor will install the electrical and communication duct banks and conduits needed to connect the new validators, provided by separate contract, at each of the stations.

On July 24, 2020, MTS issued an Invitation for Bids for the construction of new fare validator infrastructure at various Trolley stations for the Fare System Upgrade project. Two (2) bids were received by the due date of August 21, 2020 from the following bidders:

1. Chula Vista Electric Co.
2. HMS Construction, Inc.

The overall total amounts, including delivery charges and CA sales tax is as follows:

Proposer Name	Overall Total Amount
Chula Vista Electric Co. (SB)	\$1,354,714.00
HMS Construction, Inc.	\$3,275,000.00
<i>MTS Independent Cost Estimate (ICE)</i>	<i>\$1,037,085.35</i>

Based on the bids received, and in comparison, with the ICE, MTS staff noticed that there was a large discrepancy between the low bid and the ICE. Staff and the design firm identified the following causes:

1. COVID-19 has made materials considerably more expensive.
2. High risk work near rail.
3. Risk of coordination with multiple contractors.

Based on these factors, MTS staff considers the bid submitted by Chula Vista Electric Co. to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to:

- 1) Execute MTS Doc. No. PWG316.0-20 (in substantially the same format as Attachment A), with Chula Vista Electric Co., a Small Business (SB), for the construction of new fare validator infrastructure at various trolley stations for the Fare System Upgrade Project in the amount of \$1,354,714.00; and
- 2) Approve a 15% contingency for change orders in the amount of \$203,207.10.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachments: A. Draft Standard Agreement MTS Doc. No. PWG316.0-20
B. Bid Price Form MTS Doc. No. PWG316.0-20

1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Tel 619.231.1466 Fax 619.234.3407

STANDARD CONSTRUCTION AGREEMENT

FOR

MTS DOC. NO. PWG316.0-20

FARE VALIDATOR INFRASTRUCTURE CONSTRUCTION

THIS AGREEMENT is entered into this _____ day of _____ 2020, 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: CHULA VISTA ELECTRIC CO. Address: 9344 WHEATLANDS RD.
SANTEE, CA 92071

Form of Business: CORP.
(Corporation, Partnership, Sole Proprietor, etc.) Email : _____

Telephone: _____

Authorized person to sign contracts LANCE NEAL VP OF OPERATIONS
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 accordance with the Standard Agreement and General Conditions (Exhibit A), Scope of Work, Special Conditions and Attachments (Exhibit B), Bid Price Form (Exhibit C, and Forms (Exhibit D)

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:

FARE VALIDATOR INFRASTRUCTURE CONSTRUCTION

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.

Time is of the essence in the performance of the Work. The Work shall be commenced by the date stated in MTS's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents, including Base and Add Alternates, within **212 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the Contract Time is adequate and reasonable to complete the Work.

CONTRACT PRICE.

MTS shall pay the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of nine hundred thirty-six thousand two hundred seventy Dollars (\$ 936,270.00). Payment shall be made as set forth in the General Conditions.

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	CHULA VISTA ELECTRIC CO.
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____

BID PRICE FORM			
VALIDATOR INFRASTRUCTURE - STATIONS CONSTRUCTION			
Item	Location	Units	Price
Base Contract			
1	Validator Upgrade: 12th & Imperial	LS	\$ 452,440.00
2	Validator Upgrade: San Ysidro	LS	\$ 150,245.00
3	Validator Upgrade: City College	LS	\$ 81,005.00
4	Validator Upgrade: Palomar	LS	\$ 76,665.00
5	Validator Upgrade: Old Town	LS	\$ 160,265.00
6	Payment and Performance Bond	LS	\$ 15,650.00
Sub Total Base			\$ 936,270.00
Add Alternate # 1			
7	Validator Upgrade: Iris	LS	\$ 71,745.00
8	Payment and Performance Bond	LS	\$ 1,220.00
Sub Total Add Alt 1			\$ 72,965.00
Add Alternate # 2			
9	Validator Upgrade: El Cajon	LS	\$ 89,020.00
10	Payment and Performance Bond	LS	\$ 1,513.00
Sub Total Add Alt 2			\$ 90,533.00
Add Alternate # 3			
11	Validator Upgrade: Gaslamp	LS	\$ 83,610.00
12	Payment and Performance Bond	LS	\$ 1,421.00
Sub Total Add Alt 3			\$ 85,031.00
Add Alternate # 4			
13	Validator Upgrade: Harborside	LS	\$ 48,775.00
14	Payment and Performance Bond	LS	\$ 829.00
Sub Total Add Alt 4			\$ 49,604.00
Add Alternate # 5			
15	Validator Upgrade: SDSU	LS	\$ 118,300.00
16	Payment and Performance Bond	LS	\$ 2,011.00
Sub Total Add Alt 5			\$ 120,311.00
17	Bid Bond	LS	No Charge
GRAND TOTAL BASIS OF AWARD			\$ 1,354,714.00



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

Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 15, 2020

SUBJECT:

BEECH STREET DOUBLE CROSSOVER CONSTRUCTION – CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to:

- 1) Execute MTS Doc. No. PWL315.0-20 (in substantially the same format as Attachment A), with Herzog Technologies, Inc. for the Beech Street Double Crossover Construction in the amount of \$3,935,686.84; and
- 2) Approve a 15% contingency for change orders in the amount of \$590,353.03.

Budget Impact

The total budget for this project shall not exceed \$4,526,039.87, which includes a 15% contingency. This project is funded by MTS Capital Improvement Project (CIP) account 2005107901 – Beech Street Double Crossover - Design

DISCUSSION:

The existing trolley tracks between Beech and Cedar Streets in downtown San Diego include a double crossover. The existing crossover can only be operated by manual switch and the signal system is not configured to report the switch alignment to Central Control. This project will greatly increase the operational flexibility immediately north of Santa Fe Depot to accommodate special events and single-track operations in the area for maintenance and unforeseen track outages. These improvements will help to ensure service reliability with current Trolley traffic levels in the area, and in the future with the commencement of Mid Coast Trolley service. The project improvements include the following:



- Upgrade the manual switches to power operated switches at the existing double crossover between Beech Street and Ash Street
- Extend Centralized Train Control signaling system from Cedar Street to Santa Fe Depot
- Realign mainline track south of Sassafras Street to Middletown Station
- Extend the signal fiber from Broadway Wye to Cedar Street
- Modify OCS systems to facilitate single tracking

On July 20, 2020 staff issued an Invitation for Bids (IFB). The following bids were received:

BEECH STREET DOUBLE CROSSOVER	
COMPANY NAME	BID AMOUNT
Herzog Technologies	\$3,935,686.84
HMS	\$5,400,000.00
Modern Rail	\$5,752,463.00
Balfour Beatty	\$6,250,652.13
MTS - ICE	\$3,586,489

Based on bids received, and in comparison, with the ICE, Herzog Technologies price of \$3,935,686.84 was determined to be fair and reasonable (shown as attachment B).

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to:

- 1) Execute MTS Doc. No. PWL315.0-20 (in substantially the same format as Attachment A), with Herzog Technologies, Inc. for the Beech Street Double Crossover Construction in the amount of \$3,935,686.84; and
- 2) Approve a 15% contingency for change orders in the amount of \$590,353.03.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. Draft Sample Agreement MTS Doc. No. PWL315.0-20
B. Bid Price Form MTS Doc. No. PWL315.0-20

1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Tel 619.231.1466 Fax 619.234.3407

STANDARD CONSTRUCTION AGREEMENT
FOR
MTS DOC. NO. PWL315.0-20
BEECH ST. CONSTRUCTION

THIS AGREEMENT is entered into this _____ day of _____ 2020, 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 Technologies, Inc. Address: 600 S Riverside Rd.
St. Joseph MO, 64507
Form of Business: Corporation
(Corporation, Partnership, Sole Proprietor, etc.) Email : jstephens@herzog.com
Telephone: 816-385-8209

Authorized person to sign contracts Joseph Stephens 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 accordance with the Standard Agreement and General Conditions (Exhibit A), Scope of Work, Special Conditions and Attachments (Exhibit B), Bid Price Form (Exhibit C, and Forms (Exhibit D)

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:

BEECH ST. CONSTRUCTION

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.

Time is of the essence in the performance of the Work. The Work shall be commenced by the date stated in MTS's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **240 calendar days** from the commencement date stated in the



Notice to Proceed. By its signature hereunder, Contractor agrees the Contract Time is adequate and reasonable to complete the Work.

CONTRACT PRICE.

MTS shall pay the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Three million nine hundred thirty-five thousand six hundred eighty-six dollars and eighty-four cents (\$ 3,935,686.84). Payment shall be made as set forth in the General Conditions.

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	Herzog Technologies, Inc.
By:	
_____ Sharon Cooney, Chief Executive Officer	By
Approved as to form:	_____
By:	Title:
_____ Karen Landers, General Counsel	_____

BID PRICE FORM Addendum 3


 Beech Street Double Crossover
 IFB Cost

LINE NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
<i>Signal</i>					
1.	Signal House Complete - Ash Street Xing / 02 Interlocking	1	EA	562202.61	562202.61
2.	Signal House Complete - Beech Street Xing / 02 Interlocking	1	EA	543940.38	543940.38
3.	Cedar Street Xing Modifications	1	EA	49687.47	49687.47
4.	Intermediate Signals 086-089 Modifications	1	EA	14184.39	14184.39
5.	High Water Detector 70RC Modifications	1	EA	13007.48	13007.48
6.	Broadway Modifications / B16RC	1	EA	14632.83	14632.83
7.	Color Light Signal Complete w/Pushbuttons	4	EA	6408.41	25633.64
8.	M23A Switch Machine	4	EA	56404.7	225618.8
9.	Impedance Bonds	8	EA	25592.46	204739.68
10.	E/S Signal Installation	2	EA	3510.03	7020.06
11.	TWC Loops	6	EA	4737.29	28423.74
12.	SIGNAL CABLE 2C#6 (TRACK WIRE)	2,200	FT	16.55	36410
13.	SIGNAL CABLE 7C#6	2,100	FT	19.26	40446
14.	SIGNAL CABLE 3C#6	1,800	FT	18.11	32598
15.	SIGNAL CABLE 7C#14	4,500	FT	5.69	25605
16.	SIGNAL CABLE 12C#14	1,800	FT	6.79	12222
17.	SIGNAL CABLE 3C#2	400	FT	34.49	13796
18.	SIGNAL CABLE 19C#14	100	FT	90.38	9038
19.	SIGNAL CABLE 5C#6	1,500	FT	12.76	19140
20.	SIGNAL CABLE 6PR #18	80	FT	64	5120
21.	SIGNAL CABLE 2PR #12 TW/SH	2,200	FT	24.13	53086
22.	24 Fiber Cable	600	FT	100.29	60174
23.	Application Software	4	EA	43719.07	174876.28
SUBTOTAL - SIGNAL -					2171602.36

Track					
1.	Replace all four Turnout Ties	264	EA	1719.8	454027.2
2.	Replace Switch Points and Stock Rails (One Pair/Turnout)	4	PAIR	20883.33	83533.32
3.	Thermite Welds (Four/Stock Rail Replacement)	16	EA	1228.43	19654.88
4.			EA	\$	
5.	Thermite Welds (Defective Rail Replacement, 20' Plug)	2	EA	1228.44	2456.88
6.	Insulated Joints With Welds at Each End (8 at new signals, 4 in Cross-Over)	12	EA	3193.92	38327.04
7.	Replace Defective Rail, Replace With 20' Plug	1	LS	3071.08	3071.08
8.	Ballast	340	TON	73.71	25061.4
9.	Surface Track (2@300' Each)	600	FT	85.99	51594
Civil					
10.	Remove AC, Concrete, Ballard	1	LS	14356.79	14356.79
11.	Excavate 16" Wide X 5' Deep Trench	15	CY	1265.85	18987.75
12.	4" PVC Conduit	240	LF	29.24	7017.6
13.	Backfill	40	CY	230.82	9232.8
14.	Temporary AC Patch	3	SF	996.97	2990.91
15.	AC Pavement Match Existing Thickness, Assume 4"	6	SF	844.62	5067.72
16.	Concrete Curb And Gutter	25	LF	246.57	6164.25
17.	Sidewalk	100	SF	81.7	8170
18.	Reinstall Ballards	2	EA	4084.57	8169.14
19.	48" Black Vinyl Coated Chain Link	284	LF	117.86	33472.24
Traffic Control					
20.	Traffic Control	1	LS	49137.26	49137.26
Mob / Demob					
21.	Mobilization	1	LS	118967.68	118967.68
22.	Demobilization	1	LS	1	1
SUBTOTAL -TRACK, MISC.					959460.94

OCS					
1.	Temporary Storm Water Pollution Control	1	EA	1842.64	1842.64
2.	Catenary Foundation	1	EA	11055.88	11055.88
3.	Catenary Pole 12x12x1/2 Wall, 31' tall	1	EA	12284.32	12284.32
4.	Cantilevers	14	EA	5527.94	77391.16
5.	Spreader Brackets	2	EA	6756.38	13512.76
6.	Fixed Terminations	6	EA	4299.51	25797.06
7.	Jumpers	6	EA	2456.86	14741.16
8.	Section Insulators	2	EA	24568.63	49137.26
9.	Head Guys	4	EA	5527.94	22111.76
10.	Head Spans	3	EA	5527.94	16583.82
11.	Miscellaneous Catenary Hardware	1	LOT	256742.15	256742.15
12.	Reprofile Mainline Catenary in Crossover	1	LOT	19654.9	19654.9
13.	Reprofile Crossover Catenary	1	LOT	49137.26	49137.26
14.	Reprofile Air Gap	1	LOT	9827.45	9827.45
15.	Catenary Splice	2	LOT	9827.46	19654.92
16.	Relocate Feeder Taps	2	LOT	4299.51	8599.02
17.	Reset Balance Weights and Re-Hanger Mainline Catenary	1	LOT	49137.26	49137.26
18.	Mobilization/Demobilization	1	LOT	\$147,412	147411.76
SUBTOTAL - OCS -					804622.54
Subtotal Construction					3915215.84
Bid Bond					1
Payment Performance Bond					20470
Grand Total Basis of Award (including bonds)					3935686.84



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

Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 15, 2020

SUBJECT:

EL CAJON THIRD TRACK PROJECT– AWARD WORK ORDER CONTRACT

RECOMMENDATION:

That the San Diego Metropolitan System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order WOA1951-AE-61 under MTS Doc No. G1951.0-17 (in substantially the same format as Attachment A), with Mott MacDonald, Inc. (MM) totaling \$719,944.69 for design services for the construction of an additional track and platform for the El Cajon Third Track Project.

Budget Impact

The total budget for this project shall not exceed \$719,944.69. This project is funded through the MTS Capital Improvement Program (CIP) Project number 2005113501 – El Cajon Third Track. The total project budget for design and construction is \$8,400,000, with \$7,200,000 of funding from 2020 Transit and Intercity Rail Capital Program (TIRCP) grants.

DISCUSSION:

This project is for the design services necessary for the construction of an additional track and platform at the El Cajon Transit Center that would allow for the Green Line and Orange Line to terminate at the El Cajon Transit Center, where a Trolley shuttle would continue to provide service between the El Cajon Transit Center and Santee Trolley Station, including the single-track segment. This would relieve operational constraints that are currently impacting the entire line and would continue to provide service between El Cajon and Santee.

While a transfer would be necessary for the relatively low percentage of passengers traveling through El Cajon Transit Center, the service change will improve on time performance for 95% of passengers along the Green and Orange Lines.



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 form based on the Scope of Work (SOW) to be performed.

MTS staff reviewed the approved A&E firms and utilizing a direct award process, selected MM to perform the requisite services. MM had previously completed the Project Study Report (PSR), performed survey services of the project location, and design services for special trackwork for this project and therefore they are uniquely qualified to complete this portion of work.

The proposed amount of the Work Order is \$719,944.69 which is \$112,428.31 less than MTS's Independent Cost Estimate (ICE) of \$832,373.00.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order WOA1951-AE-61 under MTS Doc No. G1951.0-17 (in substantially the same format as Attachment A), with MM totaling \$719,944.96, for design services for the construction of an additional track and platform for the El Cajon Third Track Project.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. Draft Work Order WOA1951-AE-61, MTS Doc. No. G1951.0-17



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Tel 619.231.1466 Fax 619.234.3407

October 15, 2020

MTS Doc. No. G1951.0-17
Work Order No. WOA1951-AE-61

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-61, GENERAL ENGINEERING SERVICES FOR EL CAJON TRANSIT CENTER THIRD TRACK FINAL DESIGN

This letter shall serve as our agreement for Work Order WOA1951-AE-61 to MTS Doc. No. G1951.0-17, for engineering services for El Cajon Transit Center Third Track Final Design.

SCOPE OF SERVICES

Provide design services for El Cajon Transit Center Third Track Final Design project. 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 for a period of seven (7) months 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 \$719,944.69.

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:

Sharon Cooney
Chief Executive Officer

Dan Tempelis, Senior Vice President
Mott MacDonald, LLC

Date: _____

Attachments: Attachment A, Scope of Services
Attachment B, Negotiated Fee Proposal



ATTACHMENT A

SCOPE OF SERVICES

MTS Doc. No. G1951.0-17

Work Order No. WOA1951-AE-61

WORK ORDER TITLE: El Cajon Transit Center Third Track Final Design**I. PROJECT DESCRIPTION**

This project is for the design services required for the construction of an additional track and platform at El Cajon Transit Center. This will allow for the Green Line and Orange Line to terminate at the El Cajon Transit Center, where a Trolley shuttle would then continue to provide service between El Cajon Transit Center and Santee Trolley Station, including the single-track segment. This would relieve operational constraints that are currently impacting the entire line, while still providing service between El Cajon and Santee.

The improvements to be considered will generally be based on the approach that was described in the Project Study Report (PSR) "El Cajon Transit Center Additional Platform and Track" that was completed by Mott MacDonald on November 25, 2019. The main elements of this efforts are summarized below.

- Addition of third track - Develop design for third track, station modification, retaining walls, track modification and civil design per option selected by MTS.
- New No.10 Crossover- addition of a new No. 10 crossover south of Wagner. This would require mainline track removal and track adjustments to install the new crossover and relocation of northbound train signals.

II. EXPECTED RESULTS

The work order will provide 100 percent bid documents which include plans, specifications, and cost estimate for the construction of the improvements as described herein. Design support during construction is not included in this work order. The work will be based on the alignment and turnout design provided in an earlier phase that defines the main configuration for the project. Submittals under this work order will be made at 65%, 95% and 100% Final.

III. SCOPE OF WORK

The scope of work shall include work order management as directed by the MTS Project Manager (PM), which include the tasks/subtasks identified below.

All design work shall follow design standard from SANDAG General Design Criteria, September 2014 and SANDAG LRT Design Criteria Manual Rev0 March 14, 2014.

Task 1: Project Management and Coordination

Provide project management services including the requirements for invoicing, scheduling and monthly project progress reports.

Provide project coordination with MTS; including 12 meetings with project team to review progress, conduct over-the-shoulder reviews, and obtain concurrence on design strategies.

Task 2: Track Alignment Development

Develop track alignment plans and profile for the new track, and revised existing track alignments to accommodate the new turnout. Extend station platform as necessary to accommodate 2-car trains.

Task 3: Civil Design

Develop general civil design for site elements impacted by the new track and wall modifications, including site plans to show the new layout of the transit center affected by the new track. Design features will include ADA ramps and revised sidewalks configuration, island changes in the main parking lot and modifications to parking stalls to suit the new retaining wall layout.

Provide an assessment of site drainage impacts and develop modified drainage plans.

Modifications to parking lot lighting, extension of platform lighting are included. Identification of power requirements for relocation of system cabinets and support to MTS for coordination with SDG&E.

Task 4: Retaining Wall and Platform Design

Develop wall design that support the new tracks and integrate with the existing wall, while minimizing removal of existing walls and avoiding undermining of walls and the embankment that they support. Depending on the clearance of the new track and sidewalk, the wall design will vary between different wall types. Develop details for connection to existing wall.

Develop details for extension of the platform and tie-in with the existing platform.

Task 5: Systems Design**Task 5.1: OCS**

Develop OCS plans for addition of catenary over the new crossover track and along the new station spur track. Design will include new OCS poles from stock with foundations, brackets, arms, etc. plus new down guys and anchors. MM designers will review the available inventory of OCS poles and hardware to accommodate that material into the new design where practicable.

Assumptions:

- OCS poles in inventory have been constructed to MTS standard plan requirements
- No new overlaps to be added
- No splicing of contact wire required

Drawings:

Type	#	Description
Plan and Profile	2	Layout for crossover and El Cajon
Detail Drawings El Cajon	6	Assembly, poles, foundation drawings
Detail Drawings at Crossover CP-28	3	Assembly detail drawings at crossover

Task 5.2: Communication

Develop the design for a new cabinet and a staging scheme to simplify the cutover to the new equipment with minimal disruption to MTS transit operations. Existing communication cabinet to be retired and new case will need to be coordinated to minimize splicing and for proper placement. New cases will be placed on the fiber network at CP-28.

Assumptions:

- New communication case to minimize downtime and ease at cutover
- Assumed SCADA is not included
- Fiber backbone running through area can be accessed to connect new cases
- New communication case to be placed at west end of the station – station level.

Drawings:

Type	#	Description
Communication case – El Cajon	15	Equipment, Wiring, Placement/conduits
Communications equipment at CP 28	4	Equipment in both cases
Miscellaneous Plan and profile	2	Long Layout sheets

Task 5.3: New Switch and Signal at Station

The signal system will be altered with the addition of a new M-23 switch and signal for the new track at the station. These components will need to be cabled to the existing signal case. These additions will also likely affect the crossing circuits at Palm.

New crossover south of Wagner Ave will extend the existing interlocking. A new case will be added at the south end crossover which will be connected to the existing case at the north end of the interlocking. These cases will need be connected to communicate to each other. Crossing circuits at Wagner Ave will need to be adjusted and reconfigured.

Assumptions:

- New Interlocking Case near new switch at CP 28 (South End)
- New case at existing north end to replace vane relays with Electrolux to minimize disruptions at cutover new northbound signals will be relocated/replaced approximately 500' south of existing location.
- Minimal signal design work at Palm with new switch at El Cajon
- PTC is verified to not be active through this area. One or two SDIV trains a week.
- Power will be relocated from existing location near communication case with minimal effort.
- E 26 is being designed by PRE. Final plans will be provided to MM to support design of CP 28 along with the understanding if the work will occur in conjunction with this scope.

Drawings:

Type	#	Description
New Case Layouts and drawings	30	Layouts of each of the interlocking cases
Signal and Switch circuits at El Cajon	10	New Signals and Switch at El Cajon
Wagner Crossing Modifications	10	Update approach circuitry

Miscellaneous	10	Layouts, Abbreviations and Symbols, Signal Aspect Sheets, Route Requests
---------------	----	---

Task 5.4: Existing Crossing and Interlocking Circuit Changes

Develop table of data codes to be provided to ARINC for reprogramming of control center.

Assumptions:

- ARINC will be issued separate task order for back office work
- Bit table modification or creation only.

Drawings:

Type	#	Description
Existing sheets for bit assignments	2	Update existing at CP 28 and El Cajon
New bit assignment sheets	2	New cases at CP-28

Task 6 - Construction Staging

Develop overall construction staging plans for construction of the new track, turnout and crossovers in coordination with MTS to identify and minimize impacts to operations.

Task 7 - Specification

Develop specification per SANDAG Design Criteria Manual 2014.

Task 8 - Cost Estimate

Develop an Opinion of Probable Construction Costs and present in FTS SCC format.

Task 9: Basis of Design Report

Prepare a Basis of Design Report to document options developed and selected, any design exceptions and criteria adopted.

Task 10: Bid Support

Attend pre-bid meetings as-needed and respond to requests for information.

Task 11: Geotechnical

Mott Macdonald will subcontract geotechnical investigation and geotechnical engineering to Ninyo and Moore to evaluate the soil and geologic conditions where deep pile is needed for design of the retaining wall, including one boring. At a location south of the Transit Center adjacent to Enterprise Car Sales parking lot, another three borings have been included in the scope, in addition to preparation of a geotechnical memo for recommendations of soil properties as it related to assessment of an existing retaining wall by others. Assessment of stability or structural adequacy of the wall has not been included in this scope,

- Review readily available published and in-house geotechnical literature for the site and the general site area including geologic maps.
- Acquire a County of San Diego Department of Environmental Health (DEH) boring permit.
- Perform a reconnaissance of the project site and mark out the proposed boring location.
- Core the existing surface pavement to provide access for drilling the boring.

- Perform a subsurface exploration consisting of the drilling, logging, and sampling of one exploratory boring to a depth of approximately 40 feet (or refusal) in the main parking lot of the transit center. The boring will be drilled using a truck-mounted drill rig equipped with hollow-stem augers. The borings will be logged and sampled by Ninyo & Moore personnel. Bulk and in-place samples of the encountered soils will be collected and transported to our in-house geotechnical laboratory for testing.
- Perform a subsurface exploration consisting of the drilling, logging, and sampling of three exploratory boring to a depth of approximately 20 feet (or refusal), south of the Transit Center adjacent to Enterprise Car Sales parking lot. The boring will be drilled using a truck-mounted drill rig equipped with hollow-stem augers. The borings will be logged and sampled by Ninyo & Moore personnel. Bulk and in-place samples of the encountered soils will be collected and transported to our in-house geotechnical laboratory for testing.
- Storing the soil cuttings generated from drilling activities in drums. They will be placed in a temporary staging area coordinated by the client prior to disposal while environmental characterization is being performed. Once characterization is complete, the drums and contents will be disposed of by Ninyo & Moore.
- Perform analytical laboratory testing on composite samples collected from containerized soil cuttings for the purposes of drum disposal. Analytical testing will consist of CAM 17 metals (6010B/6020/7471A), extractable petroleum hydrocarbons (8015M), PCBs (8082A), SVOCs (8270C), and gasoline-range petroleum hydrocarbons (8260B).
- Perform geotechnical laboratory testing of selected representative samples to evaluate their pertinent soil characteristics and design parameters.
- Compile the data and perform an engineering analysis of the information obtained from our background review, subsurface exploration, and laboratory testing.
- Prepare a geotechnical memorandum providing soil design parameters for CIDH pile foundations. Provide a separate geotechnical memorandum for recommendation on soil design parameters for assessment of the existing Enterprise retaining wall by others.

Task 12: Survey

Mott Macdonald will subcontract to Aguirre & Associates for topographic surveying for the project. It is anticipated that ground surveying will be performed for the above ground existing improvements for any additional survey is required for final design.

IV. PERIOD OF PERFORMANCE

The work described is expected to be complete 7 months from NTP.

V. DELIVERABLES

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.

Reports: Basis of Design Report and Geotechnical Memorandum

Plans, Specifications and Cost Estimate:

- Title Sheet
- Demo Plans
- Track Plans and Profile
- Overhead Contact System Plans
- Rail Systems Plans
- Site Plans (reconfiguration of the TC parking lot)
- Construction Details (ADA Ramps, Platform extension and sidewalk modification)
- Utilities Plans
- Drainage Plans
- Retaining Wall Plans
- Electrical Plans
- Construction Staging
- Specifications
- Cost Estimate (Opinion of Probable Construction Cost)

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

Task	Begin/End Dates
Task Order Management	NTP + 7 months
Basis of Design Report	NTP + 2 months
PS&E	NTP + 7 months

B. Milestones/Deliverables Schedule

Milestone/Deliverable	Due Date
65% Design	3 months following NTP
95% Design	5 months following NTP
100% Design	7 months following NTP

VII. MATERIALS TO BE PROVIDED BY MTS AND/OR THE OTHER AGENCY

Not Applicable.

VIII. SPECIAL CONDITIONS

Any condition listed below applies solely to this Work Order and does not otherwise alter the Agreement or other Work Orders.

1. Mott MacDonald shall not be responsible for costs associated with MTS flag protection for all on-site activities performed as necessitated by the design process.
2. MTS shall be responsible for all review/permit costs associated with obtaining city approvals, if necessary.
3. MTS shall provide right of way information.
4. Consultants may use consultant's existing Contract as Joint Right of Entry to perform work on this project.
5. This task excludes coordination with MTS to complete the MTS Long Form Construction template.
6. MTS to provide input on construction work windows and constraints to required and incorporated into construction documents.
7. No work is planned on the west side of the station. It is assumed the relocation of systems, power and irrigations cabinets will be feasible south of the existing location in the currently landscaped area.
8. No modification to medians in the parking lot is included.
9. No major utility relocations are anticipated in the parking lot as a result of widening the embankment.

IX. 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 Contractor's and/or Contractor's subcontractors negligence and thus not 100% complete by MTS' Project Manager, Contractor shall be required to revise 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.

X. DEFICIENT WORK PRODUCT

Throughout the design and/or implementation phases associated with the services rendered by the Firm, if MTS finds any work product provided by Firm to be deficient and the deficiently delays any portion of the project, Firm 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 Firms deficient work product and shall bear no costs or burden associated with Firms deficient performance and/or work product.

XI. 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.

XII. 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.

XIII. ADDITIONAL INFORMATION

Not Applicable

XIV. PREVAILING WAGE

Prevailing wage rates apply to certain personnel for these services? ☒ Yes ☐ No

If yes, please list classification subject to prevailing wage rates:

Party Chief
Chainman

ATTACHMENT B

NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. A, AI 14, 10/15/2020

MTS Doc. No. **G1951.0-17**

Work Order No. WOA1951-AE-61

Attachment: **B**

Work Order Title: **El Cajon Transit Center Third Track Final Design**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1		El Cajon Transit Center Third Track	\$719,944.69
2			

Totals = **\$719,944.69**

Table 2 - TASKS/WBS Summary (Costs & Hours)

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 1	Project Management	332.0	\$62,494.52
2	Task 2	Track Alignment	117.0	\$18,221.25
3	Task 3	Civil Design	1116.0	\$146,858.84
4	Task 4	Retaining Wall and Platform Design	396.0	\$53,424.12
5	Task 5	Systems Design	1507.0	\$243,028.13
6	Task 6	Construction Staging	98.0	\$17,412.90
7	Task 7	Specification	225.0	\$43,402.13
8	Task 8	Cost Estimate	205.0	\$41,695.69
9	Task 9	Basis of Design report	89.0	\$17,927.25
10	Task 10	Bid Support	92.0	\$16,432.88
11	Task 11	Geotechnical Memo	252.0	\$3,186.96
12	Task 12	Survey	36.0	\$5,860.02

Totals = **4,465.0** **\$719,944.69**

Table 3 - Consultant/Subconsultant Summary (Costs & Hours)

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				MOTT MACDONALD GROUP	4,177.0	\$660,897.71
				Ninyo & Moore	252.0	\$53,186.96
x				Aguirre and Associates	36.0	\$5,860.02

Totals = **4,465.0** **\$719,944.69**

Work Order Estimate
Summary

Att. A, AI 14, 10/15/2020

Total Hours =	4,177
Total Costs =	\$660,897.71

Consultant/Subconsultant: MOTT MACDONALD GROUP

MTS Doc. No.: G1951.0-17

Work Order No.: WOA1951-AE-61

Work Order Title: EI Cajon Transit Center Third Track Final Design

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Contract Manager	QA/QC Manager (Principal Engineer Structural)	Senior CAD	CAD	Engineer 2	Engineer 3	Engineer 4	Engineer 4 - Geotechnica l	Engineer 4 - Rail Systems	Engineer 4 - Structural	Cost Estimator	Senior Project Engineer - Rail and Transit	Senior Project Engineer Rail System	Senior Project Engineer -	Principal Engineer - Rail & Transit	Principal Engineer - Rail Systems	Principal Engineer - Structural	Accounting / Admin	Total Hours	Totals
				\$ 295.87	\$ 229.45	\$ 143.93	\$ 117.74	\$ 96.16	\$ 104.16	\$ 122.27	\$ 127.55	\$ 150.20	\$ 132.84	\$ 200.46	\$ 187.18	\$ 235.49	\$ 194.73	\$ 277.75	\$ 265.68	\$ 229.45	\$ 87.55		
1	Task 1	Project Management																					
	1.1	Project Management		32													40				32	104	\$20,058.64
	1.2	Project Coordinaion with MTS		32													40				32	104	\$20,058.64
	1.3	Quality Mangement and Control		32	4												40				48	124	\$22,377.24
		Subtotals (Hours) =		96	4												120				112	332	\$62,494.52
		Subtotals (Costs) =		\$28,403.52	\$917.80												\$23,367.60				\$9,805.60	332	\$62,494.52
2	Task 2	Track Alignment																					
	2.1	Track		4	1	8	16		24			24			16		24					117	\$18,221.25
		Subtotals (Hours) =		4	1	8	16		24			24			16		24					117	\$18,221.25
		Subtotals (Costs) =		\$1,183.48	\$229.45	\$1,151.44	\$1,883.84		\$2,499.84			\$3,604.80			\$2,994.88		\$4,673.52					117	\$18,221.25
3	Task 3	Civil Design																					
	3.1	Civil		2	1	8	100	100	88	60							100					459	\$59,337.91
	3.2	Utilities		2	1	8	40	64	32								40					187	\$23,958.79
	3.3	Drainage		2	1	8	40	64	32								40					187	\$23,958.79
	3.4	Electrical		2	1	4	56	60	60			16			8	8	60		8			283	\$39,603.35
		Subtotals (Hours) =		8	4	28	236	288	212	60		16			8	8	240		8			1,116	\$146,858.84
		Subtotals (Costs) =		\$2,366.96	\$917.80	\$4,030.04	\$27,786.64	\$27,694.08	\$22,081.92	\$7,336.20		\$2,403.20			\$1,497.44	\$1,883.92	\$46,735.20		\$2,125.44			1,116	\$146,858.84
4	Task 4	Retaining Wall and Platform Design																					
	4.1	Structure		10	2	4	100	80			60		80				60					396	\$53,424.12
		Subtotals (Hours) =	N/A	10	2	4	100	80			60		80				60					396	\$53,424.12
		Subtotals (Costs) =		\$2,958.70	\$458.90	\$575.72	\$11,774.00	\$7,692.80			\$7,653.00		\$10,627.20				\$11,683.80					396	\$53,424.12
5	Task 5	Systems Design																					
	5.1	OCS		2	1	1	40	60				80				40	40		32			296	\$49,170.88
	5.2	Communication		2	1	2	80	110				120				72	48		36			471	\$74,996.65
	5.3	Train Control - Signals		2	1	2	120	160				180				100	80		60			705	\$112,727.65
	5.4	Control Modification		2	1		8	4				8				4	4		4			35	\$6,132.95
		Subtotals (Hours) =	N/A	8	4	5	248	334				388				216	172		132			1,507	\$243,028.13
		Subtotals (Costs) =		\$2,366.96	\$917.80	\$719.65	\$29,199.52	\$32,117.44				\$58,277.60				\$50,865.84	\$33,493.56		\$35,069.76			1,507	\$243,028.13
6	Task 6	Construction Staging																					
	6.1	Construction Staging		8	1	1	32										56					98	\$17,412.90
		Subtotals (Hours) =	N/A	8	1	1	32										56					98	\$17,412.90
		Subtotals (Costs) =		\$2,366.96	\$229.45	\$143.93	\$3,767.68										\$10,904.88					98	\$17,412.90
7	Task 7	Specification																					
	7.1	Specification		16	1							16			20	20	80		32		40	225	\$43,402.13
		Subtotals (Hours) =	N/A	16	1							16			20	20	80		32		40	225	\$43,402.13
		Subtotals (Costs) =		\$4,733.92	\$229.45							\$2,403.20			\$3,743.60	\$4,709.80	\$15,578.40		\$8,501.76		\$3,502.00	225	\$43,402.13
8	Task 8	Cost Estimate																					
	8.1	Cost Estimate		8	1							20		120			40		16			205	\$41,695.69
		Subtotals (Hours) =	N/A	8	1							20		120			40		16			205	\$41,695.69
		Subtotals (Costs) =		\$2,366.96	\$229.45							\$3,004.00		\$24,055.20			\$7,789.20		\$4,250.88			205	\$41,695.69
9	Task 9	Basis of Design report																					
	9.1	Basis of Design report		4	1				8			8			4	8	24	8	16		8	89	\$17,927.25
		Subtotals (Hours) =	N/A	4	1				8			8			4	8	24	8	16		8	89	\$17,927.25
		Subtotals (Costs) =		\$1,183.48	\$229.45				\$833.28			\$1,201.60			\$748.72	\$1,883.92	\$4,673.52	\$2,222.00	\$4,250.88		\$700.40	89	\$17,927.25
10	Task 10	Bid Support																					
	10.1	Bid Support		8				24				20			16	8	8		8			92	\$16,432.88
		Subtotals (Hours) =	N/A	8				24				20			16	8	8		8			92	\$16,432.88
		Subtotals (Costs) =		\$2,366.96				\$2,499.84				\$3,004.00			\$2,994.88	\$1,883.92	\$1,557.84		\$2,125.44			92	\$16,432.88
Totals (Summary) =																						4,177	\$660,897.71
Total (Hours) =				170	19	46	632	702	268	60	60	492	80	120	64	260	824	8	212		160	4177	\$660,897.71
Total (Costs) =				\$50,297.90	\$4,359.55	\$6,620.78	\$74,411.68	\$67,504.32	\$27,914.88	\$7,336.20	\$7,653.00	\$73,898.40	\$10,627.20	\$24,055.20	\$11,979.52	\$61,227.40	\$160,457.52	\$2,222.00	\$56,324.16		\$14,008.00		
Percentage of Total (Hours) =				N/A	4%	0%	1%	15%	17%	6%	1%	1%	12%	2%	3%	2%	6%	20%	0%	5%	4%	100%	
Percentage of Total (Costs) =					8%	1%	1%	11%	10%	4%	1%	1%	11%	2%	4%	2%	9%	24%	0%	9%	2%		100%

Work Order Estimate Summary

Att. A, AI 14, 10/15/2020

Consultant/ Subconsultant: **MOTT MACDONALD GROUP**

Contract No: **G1951.0-17**

Task Order No. **WOA1951-AE-61**

Work Order Title: **El Cajon Transit Center Third Track Final Design**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage												
2	Repro & Graphics												
3	Roll Plots												
4													
5													
6													
7													
8													
9													
10													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC Item	Description	Task 6										Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage												
2	Repro & Graphics												
3	Roll Plots												
4													
5													
6													
7													
8													
9													
10													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	

Work Order Estimate
Summary

Total Hours =	36
Total Costs =	\$5,860.02

Consultant/Subconsultant:	Aguirre & Associates	Doc. No.:	G1951.0-17
		Work Order No.:	WOA1951-AE-61
Work Order Title:	El Cajon Transit Center Third Track	Attachment:	B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Chainman (Prevailing Wage)	Party Chief (Prevailing Wage)	Principal Land Surveyor	Project Land Surveyor	Survey Technician	Total Hours	Totals
				\$ 190.67	\$ 194.95	\$ 183.38	\$ 144.81	\$ 100.74		
1	Task 12	Survey								
	12.1	Topographical Survey		8	8	6	6	8	36	\$5,860.02
		Subtotals (Hours) =	N/A	8	8	6	6	8	36	\$5,860.02
		Subtotals (Costs) =		\$1,525.36	\$1,559.60	\$1,100.28	\$868.86	\$805.92	36	\$5,860.02
		Subtotals (Hours) =	N/A							
		Subtotals (Costs) =								
		Totals (Summary) =							36	\$5,860.02
		Total (Hours) =	N/A	8	8	6	6	8	36	
		Total (Costs) =		\$1,525.36	\$1,559.60	\$1,100.28	\$868.86	\$805.92		\$5,860.02
		Percentage of Total (Hours) =	N/A	22%	22%	17%	17%	22%	100%	
		Percentage of Total (Costs) =		26%	27%	19%	15%	14%		100%

Work Order Estimate

Summary

Total Hours =

252

Total Costs =

\$53,186.96

Consultant/Subconsultant:

Ninyo & Moore

MTS Doc. No.:

G1951.0-17

Work Order No.:

WOA1951-AE-61

Work Order Title:

EL CAJON TRANSIT CENTER THIRD TRACK
FINAL DESIGN

Attachment:

B

			ODCs (See Attachment)	Administrative / Word Processor / Office	Field Tester	Principal Engineer/Geologist/Environmental	Project Engineer/Geologist/Environmental	Senior Project Engineer/Geologist/Engineer	Senior Staff Engineer/Geologist/Engineer	Technical Illustrator	Total Hours	Totals
Item	TASKS/WBS	TASKS/WBS Description		\$ 83.73	\$ 147.27	\$ 205.86	\$ 109.60	\$ 141.46	\$ 94.67	\$ 82.96		
1	Task 11	Geotechnical										
	11.1	Project Management	\$992.00			8	32		8		48	\$6,903.44
	11.2	Site Visits					4				4	\$438.40
	11.3	Geotechnical Memo	\$22,480.00	16	8	24	64	16	56	16	200	\$45,845.12
Subtotals (Hours) =			N/A	16	8	32	100	16	64	16	252	\$53,186.96
Subtotals (Costs) =			\$23,472.00	\$1,339.68	\$1,178.16	\$6,587.52	\$10,960.00	\$2,263.36	\$6,058.88	\$1,327.36	252	\$53,186.96
Subtotals (Hours) =			N/A									
Subtotals (Costs) =												
Totals (Summary) =											252	\$53,186.96
Total (Hours) =			N/A	16	8	32	100	16	64	16	252	
Total (Costs) =			\$23,472.00	\$1,339.68	\$1,178.16	\$6,587.52	\$10,960.00	\$2,263.36	\$6,058.88	\$1,327.36		\$29,714.96
												\$23,472.00
Percentage of Total (Hours) =			N/A	6%	3%	13%	40%	0.06349206	0.25396825	0.06349206	100%	
Percentage of Total (Costs) =			44%	3%	2%	12%	21%	0.04255479	0.11391664	0.02495649		86%

Work Order Estimate Summary

Att. A, AI 14, 10/15/2020

Consultant/ Subconsultant: **Ninyo & Moore Geotechnical & Environmental Sciences Consultants**

Contract No: **G1951.0-17**

Task Order No. **WOA1951-AE-61**

Work Order Title: **EL CAJON TRANSIT CENTER THIRD TRACK FINAL DESIGN**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Boring Permit - County of SD	1	\$248.00	4	\$992.00								
2	Drill Rig - Subcontractor	1	\$3,400.00							4	\$13,600.00		
3	Drum Disposal of Boring Cuttings	1	\$800.00							4	\$3,200.00		
4	Laboratory Testing	1	\$1,420.00							4	\$5,680.00		
5													
6													
7													
8													
9													
10													
Subtotal =					\$992.00	Subtotal =		Subtotal =		Subtotal =	\$22,480.00	Subtotal =	

TASKS/WBS (6-10)

ODC Item	Description	Task 6		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Totals	
		Quantity	Total									Quantity	Total
1	Boring Permit - County of SD											4	\$992.00
2	Drill Rig - Subcontractor											4	\$13,600.00
3												4	\$3,200.00
4												4	\$5,680.00
5													
6													
7													
8													
9													
10													
Subtotal =				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	\$23,472.00



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

Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 15, 2020

SUBJECT:

IRIS RAPID – CHARGING INFRASTRUCTURE AT SOUTH BAY MAINTENANCE
FACILITY (SBMF) - ADDITIONAL ENGINEERING SERVICES - WORK ORDER
AMENDMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order Amendment WOA2075-AE-50.01 under MTS Doc No. G2075.0-18 (in substantially the same format as Attachment A) with Dokken Engineering (Dokken) in the amount of \$663,346.87 to provide additional engineering services for Phase I of the SBMF electric bus charging infrastructure project.

Budget Impact

The previously approved contract value was \$328,320.14. Amendment 1 increases the contract by \$663,346.87, which will increase the total Board approved project funding to \$991,667.01 as detailed below.

MTS Doc No.	Purpose	Amount	Board Approval Date
WOA2075-AE-50	Original Work Order	\$328,320.14	Board approval 03/19/20, Item 9
WOA2075-AE-50.01	Additional design services	\$663,346.87	Today's Proposed Action
Total		\$991,667.01	

This project is funded by the MTS Capital Improvement Project (CIP) 1009103601 - South Bay Feeder Bus Service – Design (Original Work Order) and 1009113101 – Iris Rapid – Charging Infrastructure at SBMF (Amendment No. 1).

DISCUSSION:

In 2018, MTS staff applied for and received a Transit and Intercity Rail Capital Program (TIRCP) grant to add a new Rapid Bus Feeder service between Imperial Beach and the Otay Mesa International Border crossing, connecting both communities to the UC San Diego Blue Line trolley. Consistent with the grant programs goal to significantly reduce emissions of greenhouse gasses, the new rapid route will be served by twelve new, 60-



foot Battery Electric Buses (BEB). The new service will be called Rapid Bus Route 925, or Iris Rapid, operating at 7.5-minute headways in the peak hours, with buses from the MTS SBMF on Main Street in Chula Vista.

MTS currently operates and maintains a fleet of 235 Compressed Natural Gas (CNG) buses at the SBMF. New charging infrastructure for the 12 new buses is needed to get the buses charged at night for morning pull-out. The Zero Emission Bus (ZEB) pilot program, Phase 1 and 2, includes stand-alone plug-in chargers at each MTS facility, to test routes and spans for 40-foot BEBs. Charging twelve 60-foot BEBs overnight requires a more robust infrastructure that is designed for multi-bus simultaneous charging. Given the State mandate to convert the MTS bus fleet to ZEBs, the infrastructure to charge these twelve buses will be the first installation of a scalable and modular bus charging system at the SBMF.

On March 19, 2020, the MTS Board approved the design services for the SBMF Electric Bus Concept Layouts which provided a conceptual road map for a full facility conversion to an all-electric bus fleet through phased installations.

This amendment will provide final engineering services for Phase 1 of the MTS SBMF ZEB Master Plan to replace the existing CNG bus fleet with electric buses. Services include the final construction package, including structural, electrical, fire protection, technical specifications, equipment list, and construction cost estimate. The initial conceptual design will be used as the basis for this Phase 1 design.

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.

The original work order was the culmination of a competitive selection process via a Request for Proposals (RFP) to approved A&E firms, in which Dokken Engineering was selected as the most qualified firm. Based on the successful completion of the conceptual planning process, MTS staff selected Dokken to perform the additional engineering services.

The proposed amount of the amendment was \$663,346.87 which was \$223,007.59 less than MTS's Independent Cost Estimate (ICE) of \$886,354.46.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order Amendment WOA2075-AE-50.01 under MTS Doc No. G2075.0-18 (in substantially the same format as Attachment A) with Dokken in the amount of \$663,346.87 to provide additional engineering services for Phase I of the SBMF electric bus charging infrastructure project.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. Draft Work Order WOA2075-AE-50.01, MTS Doc. No. G2075.0-18

1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Tel 619.231.1466 Fax 619.234.3407

October 15, 2020

MTS Doc. No. G2075.0-18
WOA2075-AE-50.01

Mr. John Klemunes, PE
Regional Manager
Dokken Engineering
1450 Frazee Road, Suite 100
San Diego, CA 92108

Dear Mr. Klemunes:

Subject: MTS DOC. NO. G2075.0-18, WORK ORDER WOA2075-AE-50.01, DESIGN SERVICES FOR
SOUTH BAY MAINTENANCE FACILITY (SBMF) ELECTRIC BUS CHARGING
INFRASTRUCTURE

This letter shall serve as Amendment No. to our agreement for professional services, Work Order WOA2075-AE-50, under the General Engineering Consultant Agreement, MTS Doc. No. G2075.0-18, as further described below.

SCOPE OF SERVICES

This Amendment shall provide final engineering services for the Phase 1 of the SBMF electric bus charging infrastructure project. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A).

SCHEDULE

This Amendment shall increase the schedule by an additional 51 weeks from Notice to Proceed.

PAYMENT

This Amendment shall increase the payment amount by \$663,346.87. The revised payment shall not exceed \$991,667.01 without prior authorization of MTS (Attachment B).

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:

Sharon Cooney
Chief Executive Officer

John Klemunes, PE
Regional Manager, Dokken Engineering

Date: _____

Attachments: Attachment A, Scope of Services
Attachment B, Negotiated Fee Proposal



ATTACHMENT A

SCOPE OF SERVICES

**MTS South Bay Maintenance Facility
Zero Emission Bus
PHASE 1 FINAL ENGINEERING SERVICES**

MTS has selected Dokken as the Prime Consultant and WSP as subconsultant to Dokken to provide schematic design, design development, and final engineering for Phase 1 of the new Battery Electric Bus (BEB) infrastructure at their South Bay Maintenance Facility (SBMF) in Chula Vista, Ca. The proposed infrastructure is the first phase of MTS's Master plan to replace the existing CNG bus fleet with electric buses over the next 20 years. Based on the early programming phase with MTS in 2020, it is anticipated the phase 1 facility will be designed to accommodate:

- A minimum of 12 new electric buses to be delivered in March 2022
- A modular and scalable design
- Provide for implementation without disruptions to current service
- Located within the west end of Lot B

I. SCOPE OF SERVICES

This task order is for schematic design, design development, final construction drawings through the 100 percent design level, bid Support, and Design Services During Construction which includes the following:

- Final construction package, including structural, electrical, fire protection, technical specifications, equipment list, and construction cost estimate.
- Support during the bid phase

TASK 1: PROJECT MANAGEMENT

1.1. Project Management

The consultant will provide project management services that will include monthly progress reports, invoicing and administration of the project. As part of this task the consultant will be responsible to maintain schedule compliance of final deliverables for this task order. It is assumed there will be a 60%, 90%, and 100% plan submittal and review packages with MTS.

- Prepare and submit monthly progress reports. Each report shall include summary of tasks in progress and completed, and projected tasks to be accomplished in the next period.
- Facilitate and lead bi-weekly meetings with design team and MTS staff from design NTP to Bid Submission documents. After Bid Submission Documents, consultant will participate in bid negotiation meetings as needed until project construction NTP— anticipate eight (8) meetings.

TASK 2: 60% CONSTRUCTION DOCUMENTS – SCHEMATIC DESIGN (SD)

The development of the 60% Construction Documents will be based on the final conceptual plan developed during the programming/Master plan development phase. The objective will be to provide preliminary plans and studies to fix the scope of the Project by refining the program requirements to allow for preliminary budget confirmation and MTS approval. The plans will be further refined through the design development of the following elements of work. Assumes bi-weekly meetings will be held with MTS during this phase

2.1 Base Sheet & Topo Map: Consultant shall create a base file based on the provided topo survey and boundary from MTS. This map will be located in real world coordinates and will include contours, structures, and available utilities.

2.2 Schematic Site Plan Design: Consultant shall develop and refine the master plan Phase 1 conceptual plan into a Schematic Design Site Plan for the site. Efforts include adjustments to the concept site backgrounds to fix mis-alignments / non-coplanar CAD data between the received different site as-builts to create an accurate aligned background suitable for a construction document level detail design background in both AutoCAD for Civil and Revit for the remainder of the disciplines. Creation of all discipline construction document plan sheets at 1"=40' scale (Architectural / General, Civil, Structural, Electrical, Equipment, Fire Protection). This task will include a detailed and dimensioned layout for the Phase 1 electric charging infrastructure location, ingress/egress, vehicular flow, proposed wet and dry utilities, grading, demolition, and future improvements. Inclusion of solar, on-site energy (battery) storage, charge management systems and on-site generation will be confirmed as part of the Phase 1 scope during this phase

Key decisions need to complete in 60% Construction Documents phase prior to starting 90% Construction Documents include:

- Confirm how final Bid Documents will plan to be procured (traditional design-bid-build, CmAR Construction Manager at Risk, Design Build, etc...)
- Document any bus charging systems components that will be included in the bid scope of work and any items that will be provided by MTS to the successful bidding contractor as either owner furnished / owner installed or owner furnished / contractor installed items
- Confirm any long-lead bid items that need to be developed separately and / or concurrently with the bid set

2.3 General Outline Specifications: General outline specifications will be developed highlighting the major components and identifying the general quality of the product

2.4 Construction Cost Estimates: Provide updated quantities and cost for the electrical, structural, fire protection, and equipment components. This task includes generating new quantity takeoffs based on the more detailed 60% design from all the disciplines. Produce Class 3 Opinion of Probable cost.

TASK 3: 90% CONSTRUCTION DOCUMENTS - DESIGN DEVELOPMENT (DD)

The 90% Construction Documents design development will refine and further develop the design established during the 60% Construction Documents Schematic Design Phase. The main objective of the Design Development will be to fix and describe the Civil, Structural, Electrical, Fire, Charging Systems, and finalize design decisions. Assumes bi-weekly meetings will be held with MTS during this phase

Design Development Package: Consultant will modify the schematic design plans at 1"=40' scale and create a design development package. This package will be the next iteration in design, conveying all key aspects of the design including the structural and electrical charging systems, in order to obtain MTS's acceptance of the design and form the basis for a further developed and refined cost estimate. The plans will be brought to a 90% level design and will introduce final design detail sheets for each of the disciplines described above. Details will be drawn at 1"=10' scale for clarity.

Work Elements:

3.1. Electric Charging Equipment Plans

The type, quantity, location, and utility requirements of the electric charging equipment is critical to the design of the BEB facility. WSP will:

- Develop initial charging equipment layouts that provide an efficient, cost effective, safe industrial workflow through the site. Layouts will be prepared on AutoCAD files provided by the Civil Engineer.
- Obtain brochures and cut sheets on charging equipment to be specified by WSP.
- Review equipment list, cut sheets, and layout with the client and the design team to ensure that all electric charging requirements have been addressed.

- Update electric charging equipment list to be consistent with layouts, facility design, and input received during the review session.
- Identify unusual constraints including, but not limited to, specialized systems or equipment to be accommodated, construction access limitations, and work-around requirements
- Document MTS Operations preference for shared dispenser charging positions and order of charging of specific dispensers in order to establish circuiting/wiring schematic from specific dispensers to specific chargers.
- Update project quantities.
- Develop Utility Requirements drawing(s) based on information developed with the client. These will be drawn on a separate layer on AutoCAD and will include locations of SDG&E facilities and onsite private electrical needs.
- Develop draft specifications for the proposed electric charging infrastructure items. Coordinate format with civil engineering specifications. These draft specifications are to be reviewed by the various design team disciplines during the construction document phase to insure coordination between disciplines.
- Prepare a report outlining system selections, and design assumptions

3.2. Electrical Plans

- SDG&E Coordination: Consultant shall attend up to six (6) meetings and coordinate with SDG&E as requested by MTS to assist with the design for providing service to the property for the BEB charging stations. This includes providing SDG&E with design plans and infrastructure loads.
- Electrical designers will meet with Owner representatives to confirm project goals, system performance expectations and standards to be implemented.
- Evaluate application of national, state and local codes, and established technical standards, for their impact on the site and infrastructure design.
- Identify the applicable code enforcement authorities and contact such authorities to discuss preliminary concepts; review applicable, regulations, codes, standards and guidelines; and identify particular concerns by the authorities
- Evaluate electrical system requirements including standby or emergency power; provisions for future electrical loads, provisions for voice/data communication systems, and wireless communication.
- Prepare preliminary calculations for electrical service requirements, and panel distribution
- Prepare preliminary plans illustrating locations of utility connections, electrical service and panel locations, backup generator locations, and placement of electrical special system devices such as CCTV cameras and telecommunication outlets. This special system device locations will be coordinated with the appropriate MTS Department(s)

3.3 Fire Protection

- Attend up to three meetings with the local Fire Marshal and Building Official at City of Chula Vista to discuss proposed design, issues, and types of fire protection and life safety requirements to support this type of project. It is assumed per NFPA that a water source (fire hydrant) in proximity will satisfy the intent of the code and the fire requirements for this project.
- Provide input necessary for the development of the construction cost estimate
- Identify requirements for specialized fire protection, if any, and prepare draft specifications. Coordinate format with other disciplines

3.4 Structural Plans

- Develop design criteria for equipment and electrical distribution system dead loads based on equipment data and electrical design completed as part of this work phase.
- Develop wind and seismic criteria based on local, state, and/or national codes.
- Finalize layout and framing for the structure based on the approved schematic design.

- Analyze and design structural elements including intermediate trusses (long-span joists), moment frames, and braced frames.
- Based on current or recent geotechnical information, design foundations under structural columns.
- Design slab in drive lanes and slab/equipment pads for charging cabinets along east side of the Phase 1 structure.
- Provide Revit drawings for all structural elements including plans, elevations, sections, and details. Coordinate base slab with new and existing site paving.
- Develop preliminary technical specifications for structural materials and components.
- Compute quantities of structural elements as input to the Design Development cost estimate.

3.5 Civil Plans

- Prepare site staging and construction phasing plans.
- Prepare site demolition plans
- Develop new site plans and details for new site striping, bollards, raised concrete islands, trenching pavement put back and temporary plating plans.
- Document site drainage flow with new islands and site equipment pads

3.6 Opinion of Probable Cost

- Provide updated quantities and cost for the civil, electrical, structural, fire protection, and equipment components. This task includes generating new quantity takeoffs based on the more detailed 90% design from all the disciplines. Produce Class 3 Opinion of Probable cost

3.7 Design Development Quality Control

- Coordinate operational and equipment related functional requirements for human engineering and electrical/building systems and components including civil, structural, mechanical, and electrical. Items to be addressed include:
 - a. *Modifications to the design due to Peer Review comments. Note that the extent of these modifications may require additional design fees, which are not included in the fee estimate.*
 - b. Structural details for frames, as needed.
 - c. Charging equipment documentation and specifications will be reviewed by a qualified checker to confirm that the equipment will meet the requirements and needs of the project.
- Review engineering (civil, structural, fire, electrical) design for compliance with the approved design criteria, and operational/maintenance concepts.

TASK 4: 100% CONSTRUCTION DOCUMENTS (CD)

Upon completion of the 90% Construction Document review period, the design team will have thoroughly reviewed the 90% Construction Documents and have prepared a key design/coordination issues, cost issues, and MTS feedback issues tracker. The major tasks arising out of the reviews will be to resolve and incorporate into the Project all agreed upon Design Development review comments and to establish a list of priorities and action items for the Construction Document Phase. Specific direction on Design Development issues for all disciplines will be critical to move into the Construction Document Phase.

The main objective of the Construction Document Phase is to prepare and issue construction document packages, 100% Bid Documents, setting forth in detail the requirement for the project necessary for bidding, permitting, negotiating, contracting, and construction.

Consultant will modify the design development plans at 1'=40" scale and prepare a final construction document package. This package will include final construction drawings including details, specifications, and cost estimate for civil, electrical charging equipment, structural, and electrical service for the project. The plans will be brought to a 100% level design

Work Elements:

4.1. Charging Equipment Plans:

The type, quantity, location, and utility requirements of the charging equipment are critical to the design of the BEB facility. The design team will:

- Finalize charging equipment layout drawings based on the 90 percent plans reviewed with Dokken/MTS. Layouts will be prepared on Revit files and AutoCAD background
- Provide brochures and cut sheets on charging equipment
- Finalize the charging equipment list to be consistent with BEB charging layouts, facility design, and input received during the review sessions with MTS.
- Provide final charging equipment cost estimate.
- Finalize utility requirements drawings based on information developed with the client. These will be drawn on a separate view in Revit and will include electrical equipment locations.
- Finalize specifications for charging equipment items. Coordinate format with other disciplines.
- Finalize construction workaround plan.

4.2. Structural Plans:

- Finalize overhead frame structural criteria, and durability criteria
- Finalize layout and framing for the structure based on the approved schematic and design development designs.
- Develop and design the overhead frame support columns to support the truss and support suspended pantograph and overhead power / data distribution systems, and coordination of connections of proposed framing system with electrical systems
- In coordination with the civil, electrical, finalize design of gravity framing members including columns, beams, equipment supports, seismic analysis
- Develop framing drawings showing layouts of areas and detail sizes and materials of the elements
- Based on current or recent geotechnical information, finalize the foundation design under structural columns
- Develop typical details as required to show the overall scope of work
- Advance the REVIT model and typical details, and adjust the model to address MTS comments
- Provide input necessary to the development of construction cost estimate and to construction phasing and scheduling
- Finalize specifications. Coordinate format with other disciplines.

4.3. Fire Protection

- Attend up to two meetings with the local Fire Marshal and Building Official at City of Chula Vista to discuss final design, issues, and types of fire protection and life safety requirements to support this type of project. it is assumed per NFPA that a water source (fire hydrant) in proximity will satisfy the intent of the code and the fire requirements for this project.
- Provide input necessary for the development of the construction cost estimate
- Finalize specifications. Coordinate format with other disciplines

4.4. Electrical Plans:

- Develop drawings for the required electrical materials and equipment, including power, emergency/standby power, fire alarm system, and the electrical raceways for special devices. All SDG&E provided materials and equipment will be marked as such on the drawings.
- Coordinate primary service requirements including the required underground feeders from the electrical service points to the pad mounted 4-way switches, service interrupters, and transformers located between driveways 1 and 2 on site. All SDG&E provided equipment and materials will be marked as such on the drawings
- Design the underground duct bank to serve all current and future project phases from the transformers to the Phase 1 Lot B work area. Three of the underground conduit feeds will be terminated in a new electrical manhole in the southern edge of Lot B. Three of the underground conduit feeds will terminate at the Switchboard #1, #2, and #6 locations. The required cables necessary to complete Phase 1 will be indicated on the drawings
- Design the underground duct bank, including pull boxes for future tie-ins, from all transformer locations to the existing generator and battery storage areas.
- Finalize the locations of the switchboards, charging cabinets, and BEB equipment support island, and determine the appropriate cable routing between Switchboards #1-2 and the charging cabinets. Underground feeders and surface-mounted cables and wireways will be indicated on the drawings.
- Design the requirements and layout of the power and communication cabling, wireway, and cable tray between the charging cabinets and overhead pantograph dispensers.
- Coordinate site and facility lighting requirements for the Phase 1 work area. Lighting selection considerations will be given for visibility, efficiency, specialty accent, and site and task lighting. Lighting calculations will demonstrate compliance with CalGreen Code and California Title 24 energy code.
- Calculate the size of the facility electrical service based on the new bus energy demand, size the incoming electrical service distribution equipment, and coordinate electrical panel size requirements. Calculations will be provided.
- Finalize the electrical system requirements including standby or emergency power, provisions for future electrical loads or changes to the infrastructure configuration, fire alarm system, provisions for voice/data communication systems, and wireless communication.
- Finalize the specifications and coordinate the format with other disciplines
- Provide input necessary for the development of the construction cost estimate

4.5. Construction Document Quality Control – 100% CDs and 100% Bid Documents

Provide quality control of the final construction documents. It is anticipated that the 100% Construction Documents (CDs) submittal will be made to MTS and that the consultant will receive comments on the submittals, log the comments, issue responses and incorporate the comments into the final 100% Bid Documents.

Coordinate operational and equipment related functional requirements for human engineering and building systems and components including structural, and electrical. Items to be addressed include:

- a. *Modifications to the design due to Value Engineering input. Note that the extent of these modifications may require additional design fees, which are not included in the fee estimate.*
- b. Final coordination of all plan sheets .

Review engineering (civil, structural, electrical) design for compliance with the approved design criteria, operational/maintenance concepts, and maintenance equipment requirements

4.6. On-Site Site Civil Improvements

Prepare site civil plans to incorporate the new BEB site infrastructure. This includes minor drainage improvements, pavement removal and replace, concrete curb islands for the charging equipment, signing and striping, and minor water system improvements.

- Prepare a demolition plan. The demolition plan will include removal of existing pavement, utilities, and landscaping to the extent as identified by MTS.
- Prepare a striping and signage plan at 1"=40' scale for the revised onsite bus lane configuration and parking in Lot B. It will identify fire lanes, and other on-site striping.
- Prepare on-site horizontal control and paving plans that will show the limits of proposed physical improvements, such as paving delineations, curb and gutter locations, and structural frame and column locations. The horizontal control plan will be prepared at 1"=20" scale for construction purposes to horizontally located the proposed columns, curbs, and water line location. It is assumed that new paving will be installed within the project limits where disturbed by the proposed construction and trenching.
- Prepare on-site utility plans showing the proposed horizontal and vertical locations of proposed wet utilities within the project site (fire service or fire hydrant). Wet Utilities assumed to be designed will be limited to Water (Fire). It is assumed existing utilities on-site will not require relocation in this first Phase.
- Prepare on-site utility plans showing the proposed horizontal and vertical locations of dry utilities running from the public right of way to the service points at the charging stations. Dry utilities will be limited to Electrical. It is assumed existing utilities on-site will not require relocation in this first Phase.
- Prepare a construction laydown plan for use by the Contractor and MTS during construction. This will identify areas that the Contractor can use for materials and storage, and will also show any areas that will need reconfigured for bus parking

4.7. Technical Specifications

Prepare technical specifications for the final construction documents. As part of this task, the consultant will develop CSI format technical specifications based CALTRANS and APWA standard specifications. It is anticipated that a 100 percent Construction Documents (CDs) will be made to MTS and that comments will be received, log the comments, issue responses and incorporate the comments into the final 100 percent Bid Documents.

4.8. Opinion of Probable Construction Cost

The consultant will prepare a final Class 3 Opinion of Probable Cost based on the 100% Construction Documents.

TASK 5: CONTRACT BID SUPPORT

5.1 Contract Bid Support

The consultant will provide bid support to accommodate the transition through the bid period to contract award by facilitating changes to the contract plans and specifications by addenda or addendums to the bid package. Attendance at the pre-bid meeting is included. Approximately 200 hours has been budgeted to support this effort.

5.2 Conformed Plans

Consultant will also prepare the conformed plans and specifications by incorporating any relevant construction contractor RFI's and bid addendum affective during the Bid Phase.

II. DELIVERABLES

Task 1

1. Monthly Progress Reports

Task 2 – To be submitted within 8 weeks of Contract Award (NTP)

1. 60% Design Package
2. Opinion of Probable Cost
3. Specification outline

Task 3 – To be submitted within 22 weeks of Contract Award (NTP)

- 1 90% Design Package
 - a. Draft Technical specifications
 - b. Preliminary Bid Documents
- 2 Opinion of Probable Cost

Task 4 – To be submitted within 31 weeks of Contract Award (NTP)

- 1 100% Final Bid Documents (Final PS&E – Plans, Specs, and Estimate)
 - a. 100% construction drawings
 - b. 100% Technical Specifications
 - c. Opinion of Probable Cost

Task 5

1. Response to Bidder comments, as required
2. Conformed plans and specifications – Issue for Construction Document (IFC)

III. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

Based on an assumed NTP start date of Nov 2020, final construction documents will be prepared and anticipated to be delivered within 42 weeks of NTP for MTS to issue for bid. Revisions due to final comments received from MTS, SDG&E, City of Chula Vista Fire, or during the bidding process will be incorporated into a final Conformed Construction Document set. The schedule of deliverables is contingent upon receiving timely comments from the City of Chula Vista, MTS, and SDG&E.

IV. MATERIALS TO BE PROVIDED BY Dokken and/or MTS

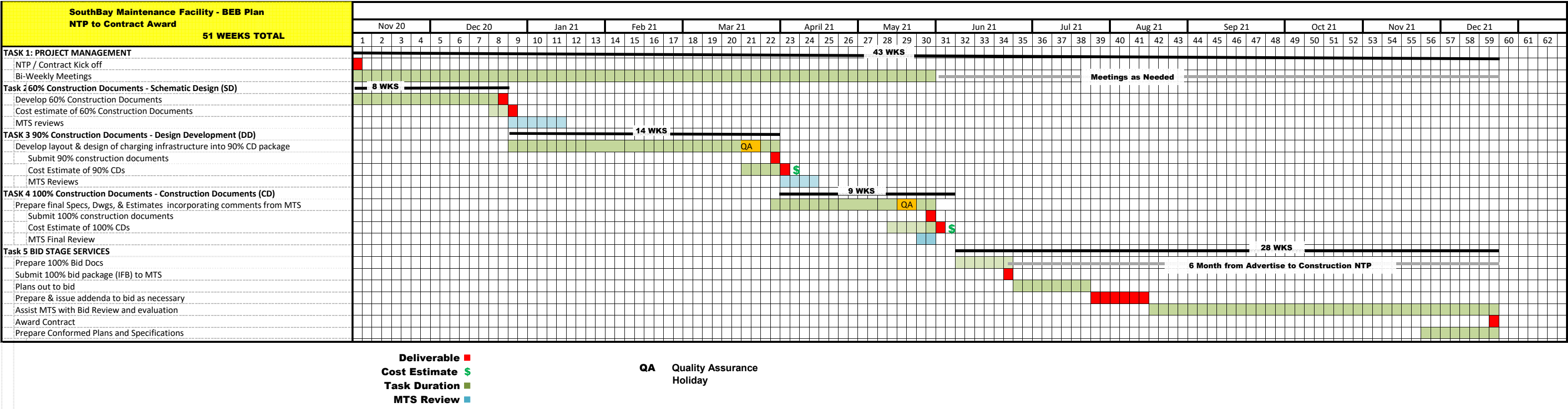
Project documentation and background reports from prior work efforts will be provided by Dokken/MTS.

V. SPECIAL CONDITIONS/ASSUMPTIONS

Any condition listed below applies solely to this Task Order and does not otherwise alter the Agreement or other Task Orders. The Scope and Fees are based on the following assumptions.

- A. This task order will be limited to the time and materials fee budget negotiated as shown in Attachment B.
- B. The project delivery method will be a single prime construction contractor using the design/bid/build approach.
- C. All deliverables will be provided in electronic format – hard copies of review packages and other developed SBMF documents can be provided as an additional service.

- D. MTS is to provide the Site Boundary and existing easements in a CADD format. This includes all underground and aerial easements.
- E. MTS to provide Geotechnical report for use in designing the structural frame foundations
- F. MTS provided aerial and utility / ground survey and existing as-built documents of the SBMF buildings on site. This information is assumed to be accurate and adequate for use in the final design and will be used as the basis of design and as backgrounds for the construction documents. Additional site surveying, potholing, or utility identification / surveyed location can be provided as an additional service if needed.
- G. Scope of work includes detailed future proof connections to switchgear microgrid controller component for future solar, generator, and on-site power storage (battery container) connections.
- H. Scope of work includes detail design of solar / PV system and this system will be documented as an 'Add Alternate' to the bid documents so MTS has the option to accept or decline this system at the time of construction bid review.
- I. Scope of works includes detail design of on-site battery storage system and this system will be documented as an 'Add Alternate' to the bid documents so MTS has the option to accept or decline this system at the time of construction bid review.
- J. Scope of works excludes detail design of additional new on-site power generation / generator system optional detail design of this system can be added as a modification to scope.
- K. Scope of work includes detail design on Electrical Load Center to allow for connection of a generator to the battery electric bus charging system.
- L. Processing of plans thru the City of Chula Vista is excluded
- M. All stated opinion of probable cost estimates primary characteristics based on the Association for the Advancement of Cost Engineering (AACE) classification definitions.
- N. Facilitating and / or participation in MTS facilitate third party Value Engineering Workshop is excluded in this scope of work but can be added as a modification to scope.



ATTACHMENT B

NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. A, AI 15, 10/15/2020

MTS Doc. No.
 Work Order No. WOAXXX-AE-XX
 Attachment: **B**

Work Order Title: MTS SBMF ZEB (Phase 1)

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1		Labor	\$661,664.37
2		ODC	\$1,682.50

Totals = \$663,346.87

Table 2 - TASKS/WBS Summary (Costs & Hours)

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 1	PROJECT MANAGEMENT	278.0	\$70,999.46
2	Task 2	SCHEMATIC DESIGN (SD)	698.0	\$115,792.78
3	Task 3	DESIGN DEVELOPMENT (DD)	1,015.0	\$174,902.05
4	Task 4	CONSTRUCTION DOCUMENTS	1,447.0	\$266,321.26
5	Task 5	CONTRACT BID SUPPORT	202.0	\$35,331.32
5				
6				
7				
8				
9				
10				

Totals = 3,640.0 \$663,346.87

\$663,346.87

Table 3 - Consultant/Subconsultant Summary (Costs & Hours)

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				DOKKEN ENGINEERING	904.0	\$140,580.94
				WSP	2,736.0	\$522,765.93

Totals = 3,640.0 \$663,346.87

Work Order Estimate
Summary

Att. A, AI 15, 10/15/2020

Total Hours =			904					MTS Doc. No.:		WOAXXX-AE-XX	
Total Costs =			\$140,580.94					Work Order Title:		MTS SBMF ZEB (Phase 1)	
								Attachment:		B	

Work Order Estimate
Summary

Att. A, AI 15, 10/15/2020

Total Hours =		2,736		Consultant/Subconsultant: WSP		MTS Doc. No.:		Work Order No.:		WOAXXX-AE-XX	
Total Costs =		\$522,765.93		Work Order Title: MTS SBMF ZEB (Phase 1)		Attachment:		B			

Work Order Estimate Summary

Att. A, AI 15, 10/15/2020

Consultant/ Subconsultant: **DOKKEN ENGINEERING**

Contract No:

Task Order No. **WOXXXX-AE-XX**

Work Order Title: **MTS SBMF ZEB (Phase 1)**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal =

TASKS/WBS (6-10)

ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal = Totals =

Work Order Estimate Summary

Att. A, AI 15, 10/15/2020

Consultant/ Subconsultant: **WSP**

Contract No:

Task Order No. **WOXXXX-AE-XX**

Work Order Title: **MTS SBMF ZEB (Phase 1)**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Repro & Graphics	LS	\$1.00			200	\$200.00	200	\$200.00	1,000	\$1,000.00		
2	Deliveries	LS	\$1.00										
3	Mileage	MI	\$0.565	100	\$56.50	100	\$56.50	100	\$56.50	200	\$113.00		
4	Scanning	LS	\$1.00										
5	Other (Photo, parking,etc.)	LS	\$1.00										
6	Aerial Photography	LS	\$1.00										
7	Hotel	EA	\$250.00										
8	Meals	EA	\$100.00										
9	Airfare	EA	\$800.00										
10	Rental Car	LS	\$85.00										

Subtotal = **\$56.50** Subtotal = **\$256.50** Subtotal = **\$256.50** Subtotal = **\$1,113.00** Subtotal =

TASKS/WBS (6-10)

ODC Item	Description	Task 6										Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Repro & Graphics											1,400	\$1,400.00
2	Deliveries												
3	Mileage											500	\$282.50
4	Scanning												
5	Other (Photo, parking,etc.)												
6	Aerial Photography												
7	Hotel												
8	Meals												
9	Airfare												
10	Rental Car												

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal = Totals = **\$1,682.50**



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

October 15, 2020

SUBJECT:

SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) INTERNET WEBSITE
UPGRADE – SOLE SOURCE CONTRACT AWARD

RECOMMENDATION:

That the MTS Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2431.0-21 (in substantially the same format as Attachment A) with The Steer Group, in the amount of \$159,000.

Budget Impact

The total budget for this project shall not exceed \$159,000.00. This project will be funded by the MTS Capital Improvement Project (CIP) # 1007111501- Internet & Intranet Refresh

DISCUSSION:

MTS provides information to the public through its internet website (www.sdmts.com), assisting patrons with using the transit network via access to schedules, maps and trip planning functionality.

In a competitive procurement held in 2014, Steer, Davies and Gleaves were awarded MTS Contract G1694.0-14 for the replacement and development of the MTS Internet website. The Internet website is in dire need of an upgrade; enhancements to the overall look and feel of the website, along with various security improvements. MTS staff is seeking a sole source contract for the upgrade of the Internet website with The Steer Group (formerly Steer, Davies and Gleaves) due to the largely propriety nature of 40% of the source code, and their familiarity of the intricacies involved with the setup and ongoing maintenance, support, and development of the existing MTS website.

The Steer Group has in-depth knowledge of custom code deployed for various interfaces and integration between MTS systems and the website. The Steer Group's custom code includes:



- The interface between the website and the trip-planner is provided via a suite of software components providing “unified” search capabilities across bus services, stop names and numbers, places of interest, building names/numbers, street names, zip codes and includes anticipatory autocomplete. This is all custom/proprietary code provided by The Steer Group and their sub-contractor Gaslamp and underpins the trip-planning experience.
- The Schedules tool provides “context sensitive” and responsive views of schedule timetables in HTML and PDF versions and provides intuitive searching and filtering functionality by location, route, time, stops etc. and rendering on the interactive map. This is all custom/proprietary code provided by The Steer Group and their sub-contractor, Gaslamp and underpins the trip-planning experience.
- Integration with the SAP Customer Relationship Management (CRM) module, this is provided through a custom software component.
- Integration with our Alerts management system, UrbiPlan Alerts from Mecatran, this is provided through a custom software component.
- Integration with Amazon’s S3 (Simple Storage Services) supporting MTS’s current Moovel mobile fare system, this is provided through a custom software component.
- The Drupal Content Manager System “theme” uses is itself a custom software component that leverages the Bootstrap framework.

The Steer Group has a strong technical background with the MTS website, and will continue to provide the best service to MTS in its continued expansion of digital content to internal and external customers.

MTS staff requested a proposal from The Steer Group and has determined the pricing to be fair and reasonable. Pricing was compared to the Independent Cost Estimate (ICE) and rates established in the previous contract.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2431.0-21 (in substantially the same format as Attachment A) with The Steer Group, in the amount of \$159,000.

/s/ Sharon Cooney
 Sharon Cooney
 Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. Draft Standard Agreement. G2431.0-21
 B. Scope of Services G2431.0-21

1255 Imperial Avenue, Suite 1000
 San Diego, CA 92101
 Tel 619.231.1466 Fax 619.234.3407

**STANDARD AGREEMENT
 FOR
 MTS DOC. NO. G2431.0-21
 INTERNET UPGRADE**

THIS AGREEMENT is entered into this _____ day of _____, 2020 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: The Steer Group Address: 800 Wilshire Ave, Suite 1320
Los Angeles, CA 90017

Form of Business: _____
 (Corporation, Partnership, Sole Proprietor, etc.) Email : Carmen.correalafuente@steergroup.com
 Telephone: 213-425-0975

Authorized person to sign contracts	Carmen Correa Lafuente	Head of NAPL
	_____ Name	_____ Title

The Contractor agrees to provide services as specified in the conformed Scope of Work (Exhibit A), Contractor's Bid/Pricing Form (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), Forms (Exhibit D), and Policy 44C Travel Guidelines for Contractors (Exhibit F).

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$159,000 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	THE STEER GROUP
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____

To	MTS	
From	Steer + Gaslamp	
Date	31 July 2020	
Project	Website Upgrade	Project No.

MTS Website Upgrade

Dear Gary,

Following on from our recent correspondence I am pleased to set our proposal for the upgrade of the MTS website. This letter sets out our approach, the technologies, tasks, and timeline of the stages of the project.

Project Management

The project will be managed using Agile scrum methodology, which provides flexibility, transparency, and incremental development with bi-monthly updates. We recommend using a Kanban AGILE project management platform such as Click Up or Project Manager.

Tech Stack & Infrastructure

The tech stack will be built on modern technologies and follow best practices for web development and is comprised of:

- **jQuery** is an open source and the most popular web library for DOM tree manipulation, event handling, CSS animation, and Ajax.
- **Bootstrap** is the leading open source UI component and icons framework to help build user interfaces.
- **Drupal** is an open source and popular content management system, best suited for enterprise wide web applications. It offers rich features, high performance, and solid security.
- **PHP** is a popular and open source server-side scripting language and is most used for WordPress and Drupal websites.
- **HaCon** digital mobility platform providing trip planning, disruption management, smart ticketing, MaaS solutions amongst other services. This will power all the transit data requirements for MTS website (trip planning, stop schedules & real-time, mapping, places look up).
- **MySQL** is an open-source relational database management system. All user data from the mobility calculator will be persisted in the database.
- **Acquia** is a cloud service providing enterprise level management for Drupal projects.
- **Bitbucket** is a source control repository hosting service that allows the team to collaborate and manage the entire codebase on the cloud and is integrated with Acquia.

Approach

Below is a list of the key task areas.

- User Research
- Content Architecture
- UX & Design
- Drupal Upgrade
- HaCon Integration
- Optimization (Performance & Security)
- Accessibility & CCPA compliance
- Quality Assurance

Stage 1: review

User Research

Prior to commissioning the website upgrade, we recommend that MTS add a short questionnaire to the existing website and circulate a link to registered users to gain insights on the relative strengths/weaknesses of the current design and any additional features that users may wish to see.

- Define questions
- Add survey link onto MTS website and host for one week
- Draft survey questions and journey scenarios
- Analyze results

Modernize UX

- UX review of current website
- Research similar websites and websites with commended UX
- Review website analytics and determine flow barriers/bounce points
- Develop and share design guidance for the integration of HaCon apps within the website
- Develop recommendations to inform key area to address in subsequent design stages including:
 - architecture
 - navigation
 - look & feel
 - content

Stage 1 output:

Report presentation (online) of UX review to the client team to gain approval for the design direction in stage 2.

Stage 2: Site upgrade

The upgrade will be based on the changes agreed at the end of Stage 1.

Update Information Architecture

- Comprehensive update to information architecture and hierarchy including:
 - rationalize categorization
 - navigation
 - metadata

- content (considering context, content, and users)- updated content to be supplied by MTS
- Update site maps

Visual Update

Driven by revised information architecture.

- Develop updated design proposals including:
 - layout of homepage, landing and content pages
 - refresh fonts, icons, and other components (buttons)
- Include transitions and animations to improve user engagement
- All content will be responsive for desktop/tablet/mobile
- Optimized for ever-green browsers (Chrome, Firefox, Edge) i.e. not IE 11 or less
- Implement agreed changes

Concepts will be presented as 3 design variants for review and client sign off.

HaCon integration

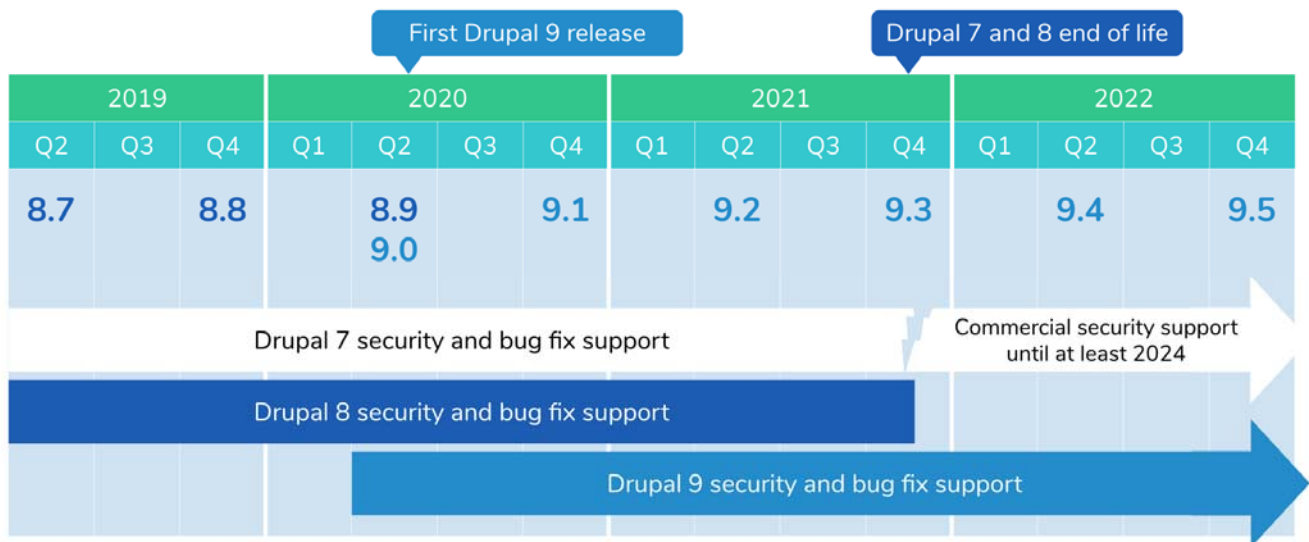
We will integrate the HaCon apps as embedded apps and/or widgets within the updated website and provide design guidelines to HaCon to ensure UX consistency. The exact level of integration will be clearer after the review & research phase. The integration will begin once HaCon has completed their build and we may seek some support from HaCon to carry out the integration.

Note: Our costs assume that HaCon will act as the sole transit data provider and that all other existing and proposed providers will cease to be used on the website (i.e. Google/OneBusAway/HERE/Algolia).

Drupal Upgrade

The current Drupal version powering the website is version 7 and support for this will cease in November 2021. The same applies to Drupal 8. Versions 7 and 8 are both dependent on Symfony 3, and Symfony 3's end of life is November 2021.

Acknowledging the above, we propose that the refresh is built using Drupal 9 which is officially released in June 2020. However, the upgrade process first involves upgrading to Drupal 8.9 as this is a prerequisite for Drupal 9 and some modules are not available or officially supported for Drupal 9 yet. Once they are, the final upgrade to Drupal 9 will take place.



- Environment setup for migration
- Modules Rewrite
- Prepare Upgrade entities
- Run Migration process
- Rebuild views
- Rebuild features
- Site Rebuilding
- Theme Building
- File Systems
- Data Validation
- Redirects

Performance & Security optimization

The performance and security reports will be generated from free online services such as Lighthouse and Sucuri as well following best practice guidelines.

- Conduct performance testing
- Conduct security scans
- Identify problems and propose amendments
- Implement agreed optimization measures

Accessibility

The website will adhere to the accessibility standard of WCAG (Web Content Accessibility Guidelines) at AA level. WCAG is the de facto standard for making websites and mobile applications accessible to persons with disabilities and should satisfy ADA requirements.

During the build phase, we will continuously employ accessibility tools to maintain that accessibility standards are being met. At the end of the build phase, we recommend using a third-party service to certify compliance for the new website (we recommend Equal Web). In areas where compliance is not 100% possible, we can provide alternatives. e.g. Online maps are notoriously difficult to make compliant to higher accessibility standards.

- WCAG AA compliant

- Certification using Equal Web (\$900 per year)
- Build against rocketvalidator.com
- Does not include compliance for third party mapping, integrated PDFs or HaCon tools

CCPA privacy compliance

We recommend MTS use **iubenda** to issue the correct privacy policy statement and other CCPA requirements to go onto the MTS website. This requires inputs from the MTS team as well as Steer/Gaslamp. It is a subscription service costing around \$50 per month.

<https://www.iubenda.com/en/ccpa>

In addition to using this service, MTS can optionally employ lawyers to check over the website to verify CCPA compliance.

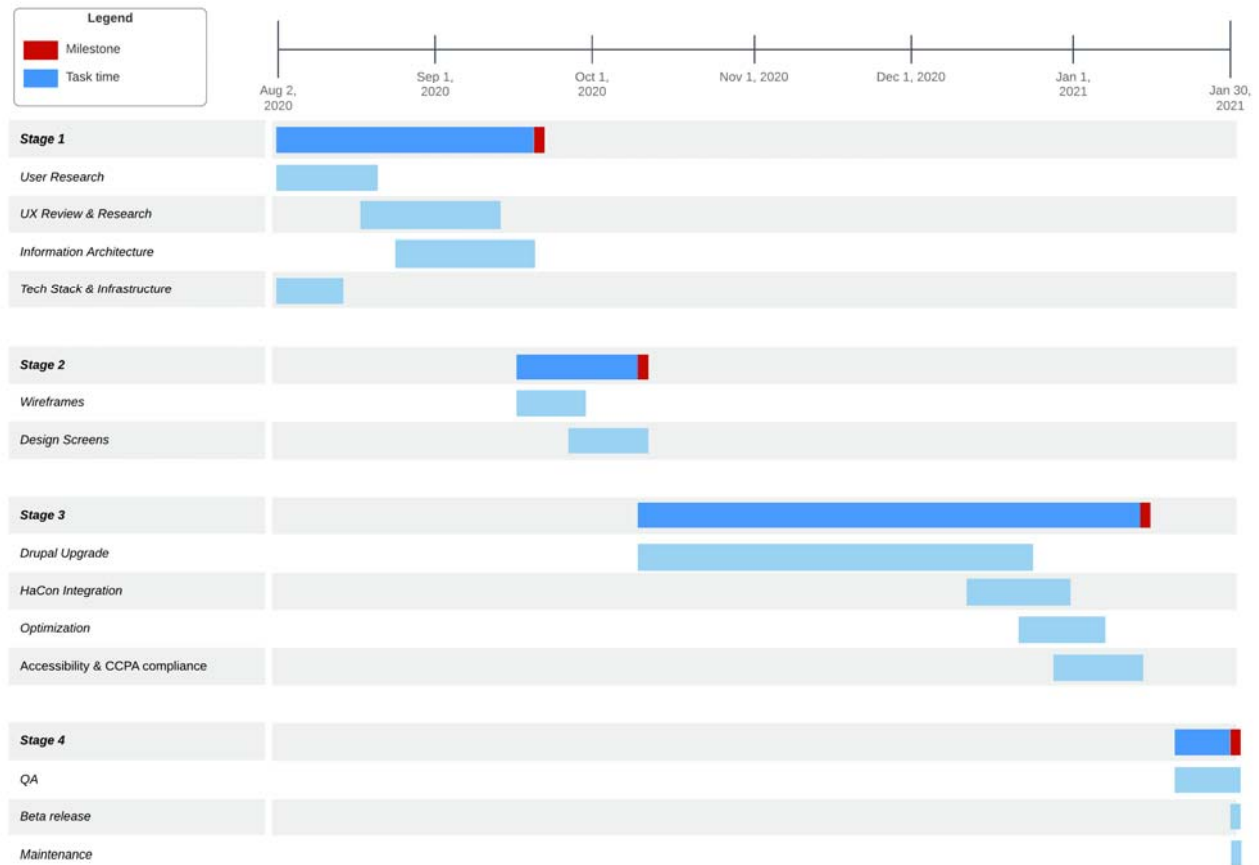
QA and Testing

- Testing amongst team
- Testing with MTS test panel / external users
- Run beta site and invite feedback from regular visitors either by link on website or email registered user
- Beta site will run in parallel with the original website for a period of two weeks with users offered both options. This will allow for a managed transition and identify any remaining bugs/issues.

Timeline

Below is a draft timeline of stages. We estimate a 6-month period to deliver the new website, starting in August 2020 and released in January 2021.

Timeline



Pricing

Table 1: Price breakdown

Task	Price
Project Management	\$10,000
User Research	\$5,000
Content Architecture	\$9,000
UX & Design	\$30,000
Tech Stack & Infrastructure (6 months)	\$6,000
Drupal Upgrade	\$65,000
HaCon integration	\$8,000
Optimization (Performance & Security)	\$5,000
Accessibility & CCPA compliance	\$12,000
Quality Assurance	\$9,000
Total	\$159,000

This proposal is submitted subject to agreeing any changes to our existing contracting Terms and Conditions considering recent revisions to Californian data privacy and accessibility legislation. Payments to be made quarterly as they are under our current agreement.

I trust this proposal is suitable for your needs, if you have any questions or need any changes, please let me know and I will be delighted to discuss.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Colin Woods', on a light gray background.

Colin Woods
Principal Consultant
020 7910 5705
colin.woods@steergroup.com

cc Phil Berczuk

To MTS
From Steer + Gaslamp
Date 31 July 2020
Project Website Upgrade

Project No.

MTS Website Upgrade

Dear Gary,

Following on from our recent correspondence I am pleased to set our proposal for the upgrade of the MTS website. This letter sets out our approach, the technologies, tasks, and timeline of the stages of the project.

Project Management

The project will be managed using Agile scrum methodology, which provides flexibility, transparency, and incremental development with bi-monthly updates. We recommend using a Kanban AGILE project management platform such as Click Up or Project Manager.

Tech Stack & Infrastructure

The tech stack will be built on modern technologies and follow best practices for web development and is comprised of:

- **jQuery** is an open source and the most popular web library for DOM tree manipulation, event handling, CSS animation, and Ajax.
- **Bootstrap** is the leading open source UI component and icons framework to help build user interfaces.
- **Drupal** is an open source and popular content management system, best suited for enterprise wide web applications. It offers rich features, high performance, and solid security.
- **PHP** is a popular and open source server-side scripting language and is most used for WordPress and Drupal websites.
- **HaCon** digital mobility platform providing trip planning, disruption management, smart ticketing, MaaS solutions amongst other services. This will power all the transit data requirements for MTS website (trip planning, stop schedules & real-time, mapping, places look up).
- **MySQL** is an open-source relational database management system. All user data from the mobility calculator will be persisted in the database.
- **Acquia** is a cloud service providing enterprise level management for Drupal projects.
- **Bitbucket** is a source control repository hosting service that allows the team to collaborate and manage the entire codebase on the cloud and is integrated with Acquia.

Approach

Below is a list of the key task areas.

- User Research
- Content Architecture
- UX & Design
- Drupal Upgrade
- HaCon Integration
- Optimization (Performance & Security)
- Accessibility & CCPA compliance
- Quality Assurance

Stage 1: review

User Research

Prior to commissioning the website upgrade, we recommend that MTS add a short questionnaire to the existing website and circulate a link to registered users to gain insights on the relative strengths/weaknesses of the current design and any additional features that users may wish to see.

- Define questions
- Add survey link onto MTS website and host for one week
- Draft survey questions and journey scenarios
- Analyze results

Modernize UX

- UX review of current website
- Research similar websites and websites with commended UX
- Review website analytics and determine flow barriers/bounce points
- Develop and share design guidance for the integration of HaCon apps within the website
- Develop recommendations to inform key area to address in subsequent design stages including:
 - architecture
 - navigation
 - look & feel
 - content

Stage 1 output:

Report presentation (online) of UX review to the client team to gain approval for the design direction in stage 2.

Stage 2: Site upgrade

The upgrade will be based on the changes agreed at the end of Stage 1.

Update Information Architecture

- Comprehensive update to information architecture and hierarchy including:
 - rationalize categorization
 - navigation
 - metadata
 - content (considering context, content, and users)- updated content to be supplied by MTS
- Update site maps

Visual Update

Driven by revised information architecture.

- Develop updated design proposals including:
 - layout of homepage, landing and content pages
 - refresh fonts, icons, and other components (buttons)
- Include transitions and animations to improve user engagement
- All content will be responsive for desktop/tablet/mobile
- Optimized for ever-green browsers (Chrome, Firefox, Edge) i.e. not IE 11 or less
- Implement agreed changes

Concepts will be presented as 3 design variants for review and client sign off.

HaCon integration

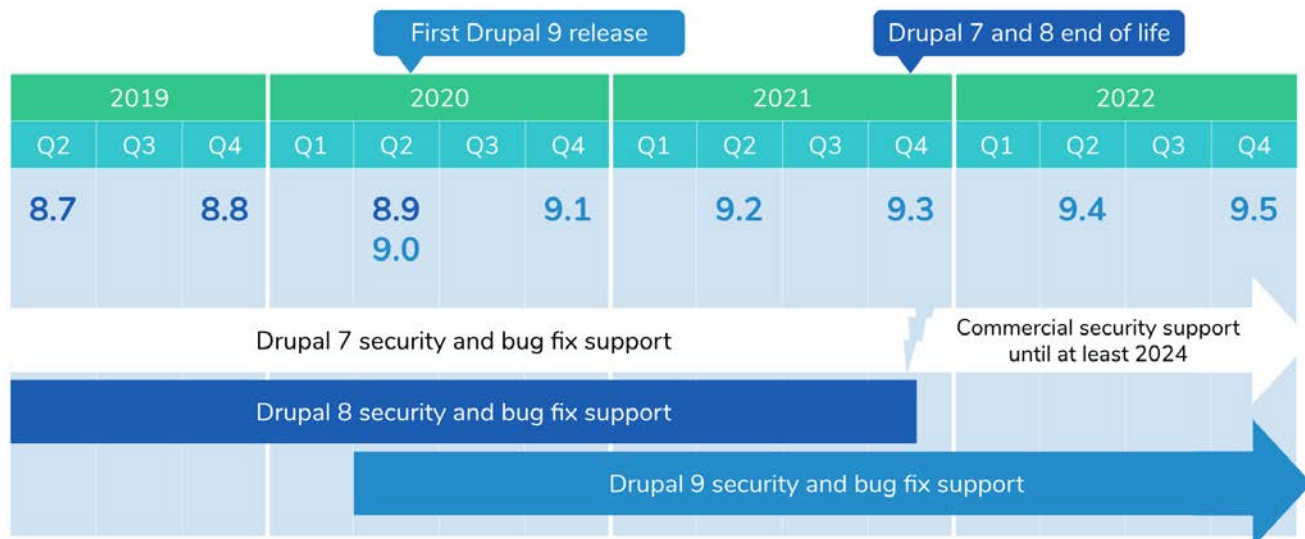
We will integrate the HaCon apps as embedded apps and/or widgets within the updated website and provide design guidelines to HaCon to ensure UX consistency. The exact level of integration will be clearer after the review & research phase. The integration will begin once HaCon has completed their build and we may seek some support from HaCon to carry out the integration.

Note: Our costs assume that HaCon will act as the sole transit data provider and that all other existing and proposed providers will cease to be used on the website (i.e. Google/OneBusAway/HERE/Algolia).

Drupal Upgrade

The current Drupal version powering the website is version 7 and support for this will cease in November 2021. The same applies to Drupal 8. Versions 7 and 8 are both dependent on Symfony 3, and Symfony 3's end of life is November 2021.

Acknowledging the above, we propose that the refresh is built using Drupal 9 which is officially released in June 2020. However, the upgrade process first involves upgrading to Drupal 8.9 as this is a prerequisite for Drupal 9 and some modules are not available or officially supported for Drupal 9 yet. Once they are, the final upgrade to Drupal 9 will take place.



- Environment setup for migration
- Modules Rewrite

- Prepare Upgrade entities
- Run Migration process
- Rebuild views
- Rebuild features
- Site Rebuilding
- Theme Building
- File Systems
- Data Validation
- Redirects

Performance & Security optimization

The performance and security reports will be generated from free online services such as Lighthouse and Sucuri as well following best practice guidelines.

- Conduct performance testing
- Conduct security scans
- Identify problems and propose amendments
- Implement agreed optimization measures

Accessibility

The website will adhere to the accessibility standard of WCAG (Web Content Accessibility Guidelines) at AA level. WCAG is the de facto standard for making websites and mobile applications accessible to persons with disabilities and should satisfy ADA requirements.

During the build phase, we will continuously employ accessibility tools to maintain that accessibility standards are being met. At the end of the build phase, we recommend using a third-party service to certify compliance for the new website (we recommend Equal Web). In areas where compliance is not 100% possible, we can provide alternatives. e.g. Online maps are notoriously difficult to make compliant to higher accessibility standards.

- WCAG AA compliant
- Certification using Equal Web (\$900 per year)
- Build against rocketvalidator.com
- Does not include compliance for third party mapping, integrated PDFs or HaCon tools

CCPA privacy compliance

We recommend MTS use **iubenda** to issue the correct privacy policy statement and other CCPA requirements to go onto the MTS website. This requires inputs from the MTS team as well as Steer/Gaslamp. It is a subscription service costing around \$50 per month.

<https://www.iubenda.com/en/ccpa>

In addition to using this service, MTS can optionally employ lawyers to check over the website to verify CCPA compliance.

QA and Testing

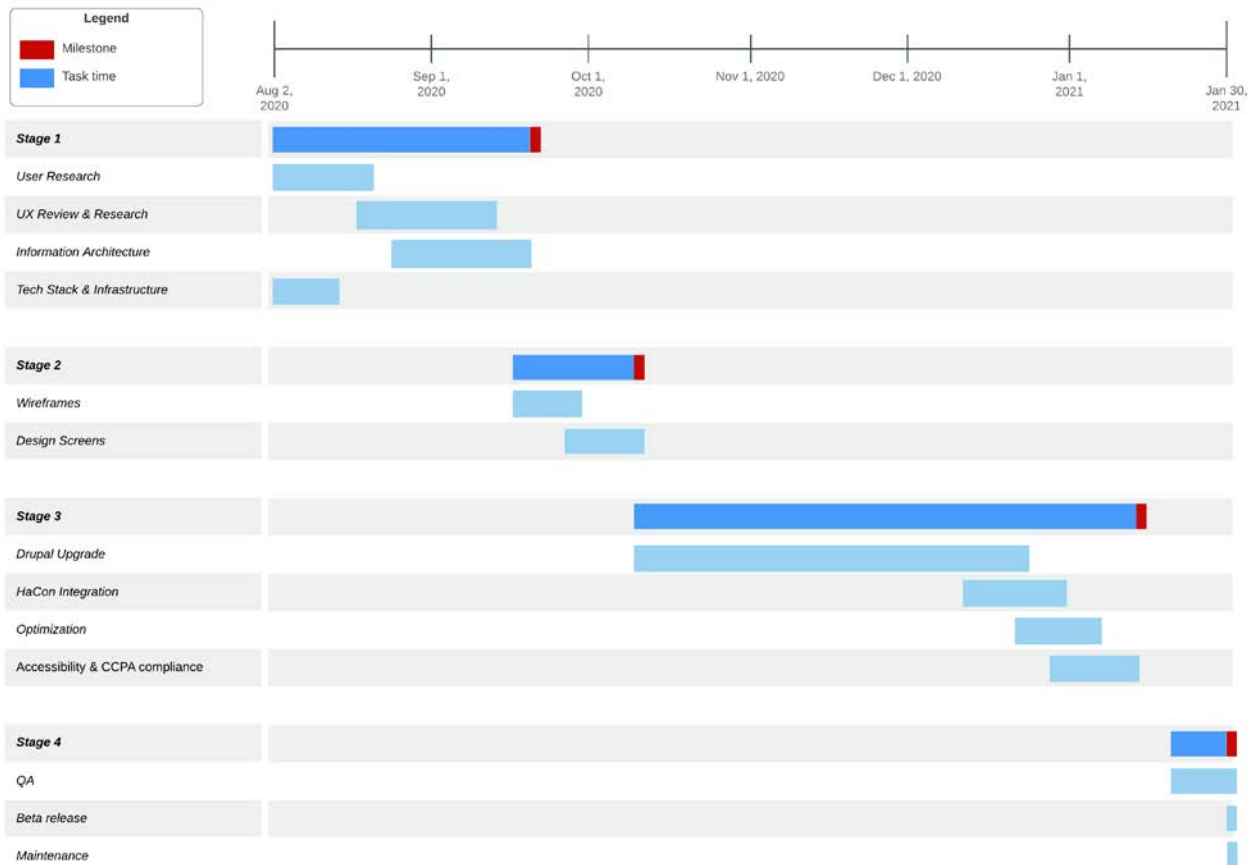
- Testing amongst team
- Testing with MTS test panel / external users
- Run beta site and invite feedback from regular visitors either by link on website or email registered user

- Beta site will run in parallel with the original website for a period of two weeks with users offered both options. This will allow for a managed transition and identify any remaining bugs/issues.

Timeline

Below is a draft timeline of stages. We estimate a 6-month period to deliver the new website, starting in August 2020 and released in January 2021.

Timeline



Pricing

Table 1: Price breakdown

Task	Price
Project Management	\$10,000
User Research	\$5,000
Content Architecture	\$9,000
UX & Design	\$30,000
Tech Stack & Infrastructure (6 months)	\$6,000
Drupal Upgrade	\$65,000

HaCon integration	\$8,000
Optimization (Performance & Security)	\$5,000
Accessibility & CCPA compliance	\$12,000
Quality Assurance	\$9,000
Total	\$159,000

This proposal is submitted subject to agreeing any changes to our existing contracting Terms and Conditions considering recent revisions to Californian data privacy and accessibility legislation. Payments to be made quarterly as they are under our current agreement.

I trust this proposal is suitable for your needs, if you have and questions or need any changes, please let me know and I will be delighted to discuss.

Yours sincerely



Colin Woods
Principal Consultant
020 7910 5705
colin.woods@steergroup.com

cc Phil Berczuk



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

Agenda Item No. 17

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 15, 2020

SUBJECT:

BEYER BLVD TRACK AND SLOPE – FUND TRANSFER

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Addendum 17 (in substantially the same format as Attachment A), Scope of Work 98 to the Memorandum of Understanding (MOU) between the San Diego Association of Governments (SANDAG) and MTS for the Beyer Blvd Track and Slope Repair project in the amount of \$590,200.00.

Budget Impact

The total budget for this project will not exceed \$590,200.00 which will not require additional funding to the overall Capital Improvement Project (CIP) amount for design. SANDAG would be reimbursed for the design of the Beyer Blvd Slope Repair Project from MTS CIP number 2005109001 .

DISCUSSION:

This project provides slope and drainage improvements along the UC San Diego Blue Line near East Beyer Blvd in San Ysidro. The design for this project was started in 2014, but was delayed due to budgetary constraints in May 2015. The partial design documents will be reviewed and updated by the original engineer, supplemented with additional geotechnical and structural calculations and include updated utility connection points. In addition, the design team will coordinate with property owners in the immediate project vicinity.

This initial transfer of funds from MTS to SANDAG will cover the cost for design. The current CIP project budget is not sufficient to cover the full cost of the slope repair construction work. To increase the project budget, additional funds will be requested as



part of the Fiscal Year (FY) 2022 CIP budget process. If approved, staff anticipates another fund transfer to SANDAG to cover the cost of construction.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Addendum 17 (in substantially the same format as Attachment A), Scope of Work 98 to the MOU between SANDAG and MTS for the Beyer Blvd Track and Slope Repair project in the amount of \$590,200.00

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. Draft Addendum 17 SOW 98

Addendum 17 Project Scope of Work

MTS File No	G0930.17- 04. 98	SANDAG Reference No.	5000710 SOW 98
CIP Title:	Beyer Blvd Track & Slope		
MTS CIP No. SANDAG CIP No.	2005109001 – Beyer Blvd Track & Slope 1147000	Project Managers:	MTS - Gabe McKee SANDAG – Omar Atayee
Lead Agency	MTS	Operating Agency	SANDAG
Estimated Start Date:	10/15/20	SOW 98 Budget	\$590,200
Estimated Completion Date:	7/15/22	Additional SOW__ Budget	N/A
Total CIP Budget	\$5,042,000	Total SOW Budget (value of work to be invoiced between SANDAG/MTS)	\$590,200

Intended Source of Funds:

This project is funded with State funding that includes TDA funds, MTS WBSE #2005109001

Describe Any Necessary Transfer of Project Funds Between the Parties:

SANDAG shall submit detailed invoices for all expenditures to MTS. MTS will reimburse SANDAG based on these invoices.

Exhibit A, the SOW Budget, is the estimated amount for SANDAG Administration and design services to be provided by SANDAG and its consultants. SANDAG will not expend or contract to exceed the total SOW Budget amount without a prior approved amendment for additional funding to this SOW.

Project Description:

This project is for finalizing 100% design for the slope and drainage improvements along the Blue Line near E Beyer Blvd in San Ysidro. This project was originally shelved due to budgetary constraints in May of 2015 with a partial 95% design, but the project has now been revived. Therefore, the existing plans, technical specifications, engineer's cost estimate, bid form, and geotechnical report may now be outdated, which would make the documents non-compliant. Where non-compliance is found the document affected will be revised to meet current standards as part of the 100% design process.

Scope of Work to be Performed by MTS:

- MTS will reimburse SANDAG for all costs associated with the Scope of Work performed by SANDAG (set forth below). The agreed budget is set forth in Exhibit A.

Scope of Work to be Performed by SANDAG:

- To finalize 100% design drawings, engineers cost estimate, bid form, and geotechnical report for IFB.

John Haggerty

Sharon Cooney

Date:

Date:

Director of Engineering and Construction

Chief Executive Officer

Exhibit A- Revised SOW Budget

SANDAG ADMIN	\$	188,100
DESIGN COST	\$	402,100
AGREEMENT COST	\$	590,200



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

Agenda Item No. 18

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 15, 2020

SUBJECT:

POINT LOMA TELECOMMUNICATIONS SITE SUBLEASE WITH THE STATE OF CALIFORNIA

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute the sublease agreement G2433.0-21 (in substantially the same format as Attachment A), with the State of California for 8 years and 8 months in the amount of \$125,274.57.

Budget Impact

The total value of the sublease will be \$125,274.57. Funding will be from the San Diego Trolley Operations Budget 270016 – 596100.

DISCUSSION:

The State of California, through the Department of General Services (State) and the City of San Diego (City) are parties to a telecommunications lease at the Point Loma Reservoir site located at 1057 ½ Catalina Boulevard dated May 13, 2019 which expires on May 31, 2029. The State leases space at this site for communications equipment from the City. MTS has equipment within the State's vault. This sublease will document MTS's use of the State's lease area. The sublease agreement will cover the remaining term of the State's lease with the City. MTS occupies approximately four-square feet of the State's space, including one communications vault rack, and one Sinclair antenna located at the 20-foot level, on the State's tower.

The initial monthly lease rate is \$1,083.92 and escalating 3% per year for the duration of the sublease. The total cost of the Sublease will be \$125,274.57. Following is the lease expenditures for the duration of the agreement.



Lease Year	Monthly Rent	Annual Rent
November 1, 2020 to October 31, 2021	\$1,083.92	\$13,007.04
November 1, 2021 to October 31, 2022	\$1,116.44	\$13,397.28
November 1, 2022 to October 31, 2023	\$1,149.93	\$13,799.16
November 1, 2023 to October 31, 2024	\$1,184.43	\$14,213.16
November 1, 2024 to October 31, 2025	\$1,219.96	\$14,639.52
November 1, 2025 to October 31, 2026	\$1,256.56	\$15,078.72
November 1, 2026 to October 31, 2027	\$1,294.26	\$15,531.12
November 1, 2027 to October 31, 2028	\$1,333.09	\$15,997.08
November 8, 2028 to May 31, 2029	\$1,373.07	\$9,611.49
	Total	\$125,274.57

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute the sublease agreement G2433.0-21 (in substantially the same format as Attachment A), with the State of California for 8 years and 7 months in the amount of \$125,274.57.

/s/ Sharon Cooney _____
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. L-2842 Sublease Agreement MTS Doc. No. G2433.0-21

TELECOMMUNICATIONS VAULT LEASE

Location of Leased Premises: POINT LOMA TELECOMMUNICATIONS SITE 1057 ½ Catalina Boulevard, San Diego SAN DIEGO COUNTY	Lease No.: L-2842
Agency: CALIFORNIA HIGHWAY PATROL	SUBLESSEE: SAN DIEGO METROPOLITAN TRANSIT SYSTEM

This Sublease Agreement, hereinafter referred to as "Lease", dated for reference purposes only, October 7, 2020, is by and between the State of California at the direction and with the consent of the California Highway Patrol (CHP), acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as "State", and **San Diego Metropolitan Transit System**, hereinafter referred to as "Lessee". State and Lessee may also be referred to as "Party" or "Parties".

RECITALS

WHEREAS, pursuant to Section 14666.8 (c) (2) of the Government Code, the Department of General Services, on behalf of the State, may negotiate and enter into an agreement to lease department-managed and state-owned real property to any provider of wireless telecommunications services for location of its facilities for an initial term not to exceed ten (10) years; and

WHEREAS, the State has under its jurisdiction certain real property in the County of San Diego, State of California, commonly referred to as Point Loma Telecommunications Site (the "Site"); and

WHEREAS, Lessee desires to lease a portion of the property described herein from the State; and

WHEREAS, it is in the best interests of the State that such a lease be consummated between the State and Lessee on the terms and conditions herein contained; and

WHEREAS, this Lease is subject to the certain Telecommunications Lease, dated May 13, 2019 and expiring May 31, 2029, by and between the City of San Diego and the State of California, acting by and through the Director of the Department of General Services, with the consent of the California Highway Patrol, hereinafter referenced as "Master Lease", attached hereto and made a part hereof, marked "Exhibit A".

NOW THEREFORE, the parties agree to the provisions that follow and are incorporated herein as:

Section 1:	Site Specific Provisions
Section 2:	Telecom Specific Provisions
Section 3:	Standard Provisions

WITNESSETH:**SECTION 1 –SITE SPECIFIC PROVISIONS****PROPERTY
DESCRIPTION**

1. State does hereby Lease to Lessee, and Lessee hereby hires from State in State's vault, those certain premises situated on Point Loma Telecommunications Site, County of San Diego, State of California upon the terms, agreements, and conditions hereinafter set forth. The area leased in State's vault is approximately four (4) square feet, with one (1) communications vault rack, and one Sinclair antenna located at the 20-foot level, on the State's tower, hereinafter referred to as "Premises".

USE

2. (a) The Premises shall be used during the term hereof solely and only for the purpose of operating and maintaining telecommunications equipment as described in Lessee's "Radio Vault Space Application", (State Form TD-311), dated October 24, 2017, and approved by the California Office of Emergency Services (CalOES) on November 17, 2017, totaling 19 pages, attached herewith as "Exhibit B", and all facilities necessary thereto and such other transmitting and receiving equipment as State may from time to time consent to in writing and for no other purposes whatsoever.
- (b) Lessee shall at its sole cost and expense, comply with all of the requirements of all Municipal, State and Federal statutes, laws, ordinances and regulations now in force, or which may be in force pertaining to the premises.
- (c) Lessee shall not be responsible in any manner for the maintenance and repair of the equipment of the State or its political subdivisions located on the Premises.

MASTER LEASE

3. State and Lessee acknowledge and agree that the State's rights are pursuant to the existing "Master Lease" for the "Site" dated May 13, 2019 by and between the City Of San Diego and State. Lessee and State agree to be bound by said "Master Lease" and any Site master plan, as applicable to the access and occupancy of the Site.

TERM

4. The term of this Lease shall be for a term of 8 years and 7 months, coinciding in term with the underlying Master Lease. The Lease shall commence on November 1, 2020, and expire May 31, 2029.

**EARLY
TERMINATION**

5. Either party may terminate this Lease at any time by giving written notice to the other party at least ninety (90) days prior to the date when such termination shall become effective. If Lessee fails to complete its move out within the notice period and remains on the Premises, additional rent shall be paid and prorated based on 30 days and on the actual number of days Lessee occupies the Premises following the effective date of termination.

- RENT PAYMENTS** 6. (a) Rent shall be paid monthly in advance, utilities included, on or before the first day of each month.
- (b) Rent to increase by three percent (3%) annually over the previous year's rent throughout the term of the Lease, as per the following rent schedule:

RENT SCHEDULE

<u>Year</u>	<u>Term</u>	<u>Monthly Payment</u>
1	November 1, 2020 – October 31, 2021	\$ 1,083.92
2	November 1, 2021 – October 31, 2022	\$ 1,116.44
3	November 1, 2022 – October 31, 2023	\$ 1,149.93
4	November 1, 2023 – October 31, 2024	\$ 1,184.43
5	November 1, 2024 – October 31, 2025	\$ 1,219.96
6	November 1, 2025 – October 31, 2026	\$ 1,256.56
7	November 1, 2026 – October 31, 2027	\$ 1,294.26
8	November 1, 2027 – October 31, 2028	\$ 1,333.08
9	November 1, 2028 – May 31, 2029	\$ 1,373.07

- (c) Payments are to be made directly to the following address:

California Highway Patrol
Fiscal Management Section #071
Attn: Accounts Receivable (L-2842)
601 North 7th Street – Building B
Sacramento, CA 95811
Telephone: (916) 843-3570
Fax: (916) 322-3150

- (d) Lessee acknowledges that rent and past due rent shall be due and payable to State whether or not an actual invoice is sent by State or received by Lessee.

- UTILITIES** 7. (a) State makes no guarantee as to the reliability of the electrical services. State shall supply and Lessee shall receive commercial power service, as well as emergency standby power service from State's generator in said vault during any interruptions to the regular electric service. State shall not, however, undertake to supply said emergency standby service except when the same shall be required for State's use at the facility.
- (b) State shall have the right to periodically review Lessee's usage of power. If usage is determined to be excessive, Lessee and State agree to either revisit rent schedule to mitigate for such usage, or address issue through installation of an additional panel at Lessee cost.
- (c) State makes no guarantees as to continued reliability of generator's standby power service. State shall not be liable to Lessee or third parties for failure to provide electricity due to rolling blackouts or other causes beyond State's

control. Lessee shall comply with energy conservation measures, Governor's Executive Orders, other orders required by law, or reasonably required by State as the result of a crisis of any kind.

NOTICES

8. (a) All notices or other communications required or permitted hereunder shall be in writing, with Lease Number **L-2842** referenced, and sent by overnight courier, registered mail, certified mail or postage prepaid mail to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday or Saturday or Sunday then such notice shall be effective on the following business day.

STATE**DEPARTMENT OF GENERAL SERVICES**

Lease Management Unit (L-2842)
707 3rd Street, Fifth Floor
West Sacramento, CA 95605
Phone: (916) 375-4171

With Copies to**CALIFORNIA HIGHWAY PATROL**

Telecommunications Section – Leasing
601 N. 7th Street - Building C
Sacramento, CA 95811-0208
Phone: (916) 843-4200

LESSEE:**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Phone: (619) 238-0100
URL: sdmts.com
Email: brian.riley@sdmts.com

- (b) Notice of change of address or telephone number shall be given by written notice. Lessee is obligated to notice all State offices listed above and the failure to provide notice to all State offices will be deemed to constitute a lack of notice.

HOLDING OVER

9. Should Lessee hold over after the expiration or extension periods of the term of this Lease with the consent of State, expressed or implied, said tenancy shall be deemed to be a tenancy only from month to month. All terms and conditions of this Agreement will also convert to a month to month condition. In addition, the rental payments for the holdover period shall be subject to a market rent review to verify fair market rent and/or an annual increase of three percent (3%). Such month-to-month tenancy may continue until either party hereto serves upon the other written notice of its intention to terminate such tenancy with 30 days prior written notice.

State offers and Lessee accepts no assurance that the Leased Premises or any other comparable space or facilities at the site described herein will be made available to Lessee beyond the term stated above or as said term is reduced as provided herein.

- IMPROVEMENTS & MODIFICATIONS** **10.** No improvements or modifications to be made by Lessee without written consent of State. All Lessee improvement plans must be submitted to State in advance for approval.
- SEPARATE COUNTERPARTS** **11.** This Lease may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.
- CLEAR TITLE** **12.** At the termination of this Lease or in the event of a breach of the terms of this Lease by Lessee resulting in the early termination of this Lease, Lessee shall execute and deliver to State within thirty (30) days a Quitclaim Deed to any rights or claims arising hereunder

End of Section 1

The Remainder of This Page Has Been Intentionally Left Blank

SECTION 2 - TELECOM SPECIFIC PROVISIONS

1. ACCESS TO PREMISES.

Lessee shall have the non-exclusive right of ingress and egress from the terminus of the access road to the above described leased area provided that Lessee presents State with prior notice of access. Notwithstanding the foregoing, in the event of an emergency, Lessee shall not be required to provide prior notice to State; otherwise, Lessee shall provide notice to State of such access within three (3) business days.

Only Lessee, its properly qualified and authorized agents, employees, contractors and servants, shall have the right of ingress to and egress from said Premises. If Lessee's communications equipment is operated or maintained by anyone other than its regular employees or authorized agents, the admission of such persons to said site shall be permitted only upon the express consent of State having first been obtained.

2. CHANGE IN EQUIPMENT.

Lessee shall submit a new TD-311 Radio Vault Space Application at the time of any additional equipment installation or modification of equipment as outlined in Section 1, Item 10, Improvements & Modifications; Section 2, Item 3, Technical Analysis Fees, and Section 2, Item 4, Lease Modification Fees. Said "TD-311 Application", complete with attachments and approval documentation by Office of Emergency Services (OES), Public Safety Communications (PSC), is available upon request.

Lessee shall not cause or permit any change of any equipment installed by Lessee in the Premises, including power outputs or changes in the use of the frequencies described in the equipment application, except upon making a written request to State for each such transaction and then to obtain State's prior written consent. Such consent is subject to fees described in the "Lease Modification Fees" Item 2 of the Standard Provisions in Section 3 *and/or* the "Technical Analysis Fee" Item 3 below.

State agrees that Lessee shall have the right to add or change frequencies used on the Premises without the payment of additional Rent as long as (a): such use complies with applicable laws and a new TD-311 application is submitted, (b): is in compliance with the non-interference terms of Section 2, Paragraph 6 of this Lease, and (c): Lessee's facilities related to the addition or change in frequencies remain within the Leased Premises.

3. TECHNICAL ANALYSIS FEES.

Any change in Lessee's approved communication equipment requires technical approval from California Office of Emergency Services (CalOES) consistent with the "Elimination of Interference" Paragraph 6 of this Section 2. To initiate approval for a change or modification of equipment, Lessee must first contact California Highway Patrol to obtain a current TD-311 application form. Lessee must comply with the terms of the TD-311 including payment of all fees described in the application (technical analysis and administrative fees).

4. LEASE MODIFICATION FEES.

An administration fee may be assessed for any action originated by Lessee requiring lease administration staff work by State, such as but not limited to, name changes, assignments of Lease or changes in equipment which result in an amendment to, or assignment of this Lease. To initiate such services, Lessee must submit a written request to State. The administration fee will be assessed at the prevailing rate in effect at the time the request is received. Lessee will be required to remit the administration fee to State's address listed in the "Notices" Section of this Lease or otherwise directed in writing.

5. ELECTRONIC EQUIPMENT STANDARDS.

With regard to specific site standards and any other statutes pertaining to the use of electronic equipment: Lessee agrees to install, maintain, and operate its electronic equipment in accordance with all such requirements. If Lessee was in occupation under a previous Lease, Lessee shall have one hundred and eighty (180) days from the commencement of this Lease to conform to any new site standards. Lessee shall display on each piece of equipment the emergency contact information.

Lessee shall not be responsible in any manner for the maintenance and repair of the State's equipment or its political subdivisions located on the Premises. The State shall be solely responsible for the installation, operation, maintenance, and removal of all of the State's equipment located on the Premises.

6. ELIMINATION OF INTERFERENCE.

- (a) In the event Lessee's installation, or operation, in any way hinders, obstructs, or interferes with the radio or electronic equipment of the State, or any pre-existing tenant at the State's facility, Lessee shall, at its sole cost and expense, immediately cease the interfering installation or operation, except for intermittent testing coordinated with the State. In the event of Lessee's inability or refusal to immediately cease such interference, State may at its option, immediately terminate this Lease and evict Lessee.
- (b) Any interference and compatibility testing required hereunder for radio interference with other equipment at State's facility, by such equipment installed, or by changes to said equipment, shall, be made at the sole cost of Lessee by a qualified technical person representing Lessee and a representative designated by State. If the test is satisfactory to both the technical person and State representative, a certification of such test signed by both the technical person and State representative will be forwarded to State at locations indicated in "Notices" Paragraph hereof. All reasonable and documented costs incurred by State to conduct compatibility testing will be reimbursed to State by Lessee within thirty (30) days of the receipt of a bill from State. Should payment not be received, State may at its option, immediately terminate this Lease and evict Lessee.
- (c) Any interference with State's electronic equipment during an emergency incident will require immediate cessation of operation, transmission or further use of Lessee's equipment. Failure to do so immediately after being notified of such interference could be grounds for immediate termination of Lease and eviction of Lessee.

7. WORKMANSHIP STANDARDS.

The installation and maintenance of the electronic equipment of Lessee shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction standards deemed applicable to such installation by State, and shall be satisfactory to State.

8. DISPOSITION OF LESSEE'S PERSONAL PROPERTY.

- (a) During the term of this Lease, all wires, equipment, and other personal property placed in, upon, or under the Premises by Lessee shall remain the property of Lessee and shall be removed by Lessee, at its sole cost and expense within sixty (60) days after expiration or earlier termination of Lessee's tenancy.
- (b) Should Lessee fail to remove said equipment and personal property within sixty (60) days after expiration or termination of the Lease, State may do so at the risk of Lessee. Upon written demand by State, Lessee shall immediately pay all costs and expenses of the removal of Lessee's personal property and equipment.
- (c) Lessee may, however, with written consent of State, abandon in place any and all of Lessee's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in State.

9. LESSEE GUARANTEES

Lessee hereby guarantees any and all work or services performed by Lessee or under Lessee's direction, in order to accomplish the installation and/or maintenance of their communications equipment at the State's facilities. Should the interruption or failure of State's existing computer or building support systems occur due to, or in any way be connected with Lessee's installation and/or maintenance of Lessee's equipment, all costs to repair or replace State's existing systems will be the sole responsibility of Lessee.

End of Section 2

The Remainder of This Page is Intentionally Left Blank

SECTION 3 – STANDARD PROVISIONS

1. PERMITS AND APPROVALS

The parties agree that Lessee's ability to use the Premises is dependent upon Lessee obtaining all the certificates, permits, licenses, and other approvals that may be required from any third party. State will cooperate with Lessee at no expense to State, in Lessee's effort to obtain such approvals in connection with said permits, licenses or other approvals.

2. DEFAULT

Lessee shall make all payments to the State without deduction (except for offsets explicitly allowed hereunder), default or delay. In the event of the failure of Lessee to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of Lessee or State to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this Lease may, at the non-defaulting party's sole discretion, be terminated.

Notwithstanding the foregoing, if a non-monetary default may not be reasonably cured within such thirty (30) day period and the defaulting party commences to cure such default within the thirty (30) day period, the time to cure may be extended through a writing signed by both parties, to a time frame and deadline mutually agreeable to the parties. So long as the defaulting party diligently prosecutes the cure to completion under the mutually agreed upon extended deadline, then this Lease may not be terminated under this Clause. However, if the defaulting party operates with unreasonable delay in curing the default or otherwise does not cure within the mutually agreed upon time frame, the non-defaulting party may terminate immediately.

In the event of termination of this Lease due to a Lessee default, it shall be lawful for State to reenter into and upon the Lease Area and every part thereof and to remove and store at Lessee's expense all property

there from and to repossess and occupy the Lease Area. In the event State terminates this Lease pursuant to this Clause, State shall not be required to pay Lessee any sum or sums whatsoever.

3. COMPLIANCE WITH LAWS

Lessee shall at its sole cost and expense comply with all the statutes, laws, ordinances and regulations of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

4. FAILURE TO PERFORM

In the event of the failure, neglect, or refusal of Lessee to do, or perform work, or any part thereof, or any act or thing in this Lease provided to be done and performed by Lessee, State will, at its option, have the right to do and perform the same, and Lessee hereby covenants and agrees to pay State the cost thereof on demand.

5. ASSIGNMENT, SUBLETTING & CHANGE IN USE

Lessee is prohibited from subleasing without prior written consent of State.

6. RIGHTS RESERVED BY STATE

(a) State reserves the right to use the real property involved (not including real property installed, erected or constructed by Lessee) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to Lessee

SECTION 3 – STANDARD PROVISIONS

(b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.

(c) No priority or other rights will attach to the use of any space in State's building or on said facility.

7. PROHIBITED USES.

Lessee shall not commit, suffer or permit any waste or nuisance on the Premises or on State property or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the Premises for any illegal or immoral purposes. No dumping of refuse by Lessee is permitted at the Premises. Lessee agrees not to cut or remove any trees or brush thereon except as approved in writing in advance by State. Lessee agrees that it shall at all times exercise due diligence in the protection of the Premises and State's property against damage or destruction by fire or other cause.

8. AMERICANS WITH DISABILITIES ACT; UNRUH CIVIL RIGHTS ACT; DISABLED PERSONS ACT.

Lessee shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, and with all California State requirements established under Civil Code section 51 et seq., Unruh Civil Rights Act and Civil Code section 54 et seq., Disabled Persons Act, in order to make programs accessible to all participants and to provide equally effective communications.

By signing this Lease, Lessee assures State it complies with the Federal and State statutes described above, prohibiting discrimination on the basis of disability. Lessee also assures State it complies with any applicable regulations and guidelines issued pursuant to the Federal and State statutes described above.

9. FIRE AND CASUALTY DAMAGES

State will not keep improvements which are constructed or installed by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee shall make no claim of any nature against State by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the State in the course of their employment.

10. AUDIT.

Lessee agrees that the Department of General Services, the California State Auditor, or their designated representative shall have the right to review and to copy any of Lessee's non-redacted records and supporting documentation pertaining to the performance of this Lease. In the event State discovers any irregularities in Lessee's revenue statements Lessee shall bear all costs associated with said audit.

Lessee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. Lessee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Lessee agrees to include in any sublease a similar right of the State to audit records and interview Sublessee related to any performance of this Lease.

State may audit Lessee's accounting books at any time upon reasonable request. Further to the extent Lessee provides State with proprietary information, State will hold it in the strictest confidence, and will return it when it is no longer necessary to support any audit exceptions.

Lessee understands the State is subject to the Public Records Act.

11. ACTS OF NATURE.

If any of Lessee's improvements or equipment is destroyed by acts of nature,

SECTION 3 – STANDARD PROVISIONS

Lessee may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, which occupies no more physical space and consumes no more electrical power. Lessee shall immediately notify State of such items and the date the replacement is complete.

12. HAZARDOUS SUBSTANCE

Lessee agrees that it shall comply with all laws, federal, state, or local, existing during the term of this Lease pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

(a) In the event State or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees, as a result of Lessee's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, Lessee shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where Lessee is found to be in breach of this Paragraph due to the issuance of a government order directing Lessee to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by Lessee or any person acting under Lessee's direct control and authority, Lessee shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by State in connection with or in response to such government order.

13. CONDITION OF PREMISES

(a) Lessee is aware of the current condition of the Premises and accepts the Premises in "as is" condition. Lessee accepts the Premises as being in good order, condition and repair, unless otherwise specified herein, and agrees that on the last day of the term, or sooner

termination of this Lease, to surrender up to State the Premises, with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by act of Nature, excepted.

(b) Lessee shall not call on State to make any repairs or improvements on the Premises and Lessee shall keep the same in good order and condition at its own expense.

14. TAXES AND ASSESSMENTS.

Lessee agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this Lease.

It is understood that this Lease may create a possessory interest subject to property taxation and Lessee may be subject to the payment of property taxes levied on such interest.

15. RECOVERY OF LEGAL FEES

If action is brought by the State for the recovery of any rent due under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of said Premises, or to protect any rights given to the State against Lessee, and if the State will prevail in such action, the Lessee shall pay to the State such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

16. VACATING THE PREMISES.

Lessee shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender, and yield up to State, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

SECTION 3 – STANDARD PROVISIONS

Lessee will schedule and perform a walkthrough with the Facility Manager to be sure the Lease Area is left in acceptable condition.

17. NON-DISCRIMINATION

(a) In the performance of this Lease, the Lessee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, or use of family care leave or any other State, Federal or Local laws.

Lessee shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

(b) Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) Lessee shall comply with the provisions of the Fair Employment and Housing Act (Government Code (GC) Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Lease by reference and made a part thereof as if set forth in full. Lessee shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement.

Further, Lessee shall post in conspicuous places available to employees and applicants for employment, notices to be provided by State setting forth the

provisions of this Fair Employment Practices Section (GC Section 12920-12994).

(d) Remedies for willful violations:

(1) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which Lessee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Lessee has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the GC.

(2) The State will have the right to terminate this Lease and any loss or damage sustained by the State by reason thereof will be borne and paid for by the Lessee.

18. INSURANCE

(a) Prior to or at Lease execution Lessee shall furnish to the State a certificate of insurance, along with all policy endorsements, with the State's **Lease Number L-2842** indicated on the face of said certificate or endorsements, issued to the State with evidence of insurance as follows.

COMMERCIAL GENERAL LIABILITY

Lessee shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually for bodily injury and property damage liability combined and Fire Legal Liability of at least \$500,000. The policy shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

The policy must include State of California, and their officers, agents and employees as additional insureds, but only insofar as the operations under the Lease are concerned.

SECTION 3 – STANDARD PROVISIONS

The additional insured endorsement must be provided with the certificate of insurance.

AUTOMOBILE LIABILITY

Lessee shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State of California and Department of General Services are to be additional insured with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

Lessee shall maintain Insurance limits appropriate to the Contractor's profession, with limits not less than \$1,000,000 per occurrence.

WORKERS' COMPENSATION

Lessee shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Lease, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California. The waiver of subrogation endorsement must be provided with the certificate of insurance.

GENERAL REQUIREMENTS

Lessee shall ensure that the following general requirements are met:

a. Insurance Companies must be acceptable to Department of General Services, Office of Risk and Insurance Management.

b. Coverage needs to be in-force for complete term of this Lease. If insurance expires during the term of the Lease, a new certificate must be received by State within thirty (30) days of the expiration date of the

existing policy. This new insurance must still meet the terms of the original contract.

c. Lessee shall notify the State within five business days of Lessee's receipt of any notice of cancellation or non-renewal of any insurance required by this lease.

d. Lessee is responsible for any deductible or self-insured retention contained within the insurance program.

e. In the event Lessee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event, subject to the provisions of this Lease.

f. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.

g. If Lessee is self-insured in whole or in part as to any of the above described types and levels of coverage, Lessee shall provide State with written acknowledgment of this fact at the time of the execution of this Lease. The State may require financial information to justify Lessee's self-insured status. If, at any time after the execution of this Lease, Lessee abandons its self-insured status, Lessee shall immediately notify State of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that State shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

19. HOLD HARMLESS INDEMNIFICATION.

This Lease is made upon the express condition that the State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever

SECTION 3 – STANDARD PROVISIONS

belonging, including Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this Lease or any occupancy hereunder, holdover periods or any other occupancy of the Premises by Lessee, except those arising out of the sole negligence or willful misconduct of State, its employees, agents, and invitees.

Lessee agrees to defend, indemnify, and save harmless the State from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring.

20. LOSSES.

State will not be responsible for losses or damage to personal property, equipment or materials of Lessee and all losses shall be reported to State immediately upon discovery.

21. DEBT LIABILITY DISCLAIMER.

State, including but not limited to the State's General Fund or any special self-insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of Lessee, its heirs, successors or assignees.

State and its agencies, departments and divisions will not be liable for and will be held harmless by Lessee and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by Lessee, its employees, agents, invitees, guests or anyone acting in concert with or on behalf of Lessee. State has no obligation to defend or undertake the defense on behalf of Lessee or its heirs, successors or assignees.

22. RELOCATION.

(a) In the event that State terminates this Lease pursuant to its terms, Lessee acknowledges and agrees that it has no claim against the State for Relocation

Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. Lessee further agrees that it has no claim in either law or equity against the State for damages or other relief should the Lease be terminated pursuant to its terms, and waives any such claims it may have.

(b) In the event subleasing, under the terms of this Lease, is permitted, Lessee shall incorporate this Paragraph into the sublease. Failure to do so may obligate Lessee for damages and costs resulting from claims for relocation payments by sublessee

(c) Notwithstanding the foregoing paragraph, in the event State determines during the term of the lease that the Premises will interfere with planned operations and construction of State facilities, then State shall have the right, upon no less than ninety (90) days written notice to Lessee, prior to the commencement of any construction implementing State's development plans, to relocate Lessee's Premises as defined in the Lease. In such case, State shall be responsible to reasonably coordinate with Lessee in connection with the relocation of the Premises to a new location within the property of State.

In the event State is unable to relocate Lessee within the facility grounds, State, upon 180 days written notice, may require Lessee to leave State premises.

23. SMOKING RESTRICTIONS

Smoking is not allowed in or upon the Premises. Lessee will enforce the smoking prohibition upon its clients, employees, invitees, and patrons.

Lessee, its employees, invitees, or patrons shall compensate and reimburse State the cost of damage and destruction of any such fire caused by Lessee, its employees, invitees, contractors, or patrons, including State's out-of-pocket expenses for same.

SECTION 3 – STANDARD PROVISIONS**24. RECORDING**

Lessee shall not record this Lease or a short form memorandum thereof. Any such recordation will, at the option of State, constitute a non-curable default by Lessee hereunder.

25. AUTHORITY TO CONTRACT

If Lessee is a public, private or non-profit corporation, each individual executing this Lease on behalf of said Lessee shall provide evidence, which is acceptable to the State, that he/she is duly authorized to execute and deliver this Lease on behalf of said Lessee in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this Lease is binding upon said Board of Directors in accordance with its terms.

26. PARTNERSHIP DISCLAIMER

Lessee its agents and employees shall act in an independent capacity and not as officers or employees of State. Nothing herein contained will be construed as constituting the parties herein as partners.

27. CEQA

Any physical changes made to the improvements by Lessee or its agents shall comply with the California Environmental Quality Act (CEQA).

28. BANKRUPTCY

In no event shall this Lease or the leasehold estate become an asset of Lessee in bankruptcy, receivership or other judicial proceedings. Lessee shall be in default under this Lease in the event of any of the following:

(a) Lessee becomes insolvent or makes an assignment for the benefit of creditors

(b) a petition in bankruptcy is filed by or against Lessee

(c) A writ of execution is levied against this Lease or the leasehold estate

(d) Lessee abandons or vacates or does not continuously occupy or safeguard the Premises.

29. AMENDMENTS AND MODIFICATIONS

No amendment, modification, or supplement to this Lease shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

30. MUTUAL CONSENT

Notwithstanding anything herein contained to the contrary, this Lease may be terminated and the provisions of the Lease may be altered, changed, or amended by mutual consent of the Parties hereto in writing.

31. FORCE MAJEURE

If either Lessee or State will be delayed or prevented from the performance of any act required hereunder by reason of acts of Nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Paragraph shall excuse Lessee from prompt payment of any rent, taxes, insurance or any other charge required of Lessee, except as may be expressly provided in this Lease.

32. WAIVER

If the State waives the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure by State to enforce any of the terms, covenants or conditions of this Lease for any length of

SECTION 3 – STANDARD PROVISIONS

time shall not be deemed to waive or decrease State's right to insist thereafter upon strict performance by Lessee.

Waiver by State of any term, covenant, or condition contained in this Lease may only be made by a written document properly signed by an authorized State representative.

33. ENTIRE AGREEMENT

This Lease and its exhibits constitute the entire agreement between State and Lessee. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.

34. PARAGRAPH HEADINGS

All Paragraph headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

35. SEVERABILITY

If any term, covenant, condition, or provision of this Lease or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Lease will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.

36. SEPARATE COUNTERPARTS.

This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Lease and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this Lease. In the event the Lease is executed by wet ink signatures, the original signatures shall also be exchanged between the parties via mail, in addition to any exchange via electronic means.

37. SUPERSEDURE

This Lease supersedes and voids any prior license, lease or agreement between the STATE and the LESSEE identified in this Lease with regards to the Premises.

38. BINDING

The terms of this Lease and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

39. ESSENCE OF TIME

Time is of the essence for each and all of the provisions, covenants and conditions of this Lease.

End of Section 3

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date written below.

STATE OF CALIFORNIA

LESSEE

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

SAN DIEGO METROPOLITAN TRANSIT
SYSTEM

By: _____
TONY PSIHOPAIDAS, Manager
State Owned Leasing & Development

By: _____
SHARON COONEY
Chief Executive Officer

Date Executed: _____

Date: _____

CONSENT:

CALIFORNIA HIGHWAY PATROL

By: _____
R. E. SIDLEY, Assistant Chief
Administrative Services Division

APPROVAL RECOMMENDED:

DEPARTMENT OF GENERAL SERVICES
STATE OWNED LEASING AND DEVELOPMENT

By: _____
CAROL M. LEIDY
Associate Real Estate Officer

DUPLICATE

Att. A, AI 18, 10/15/2020

EXHIBIT A



**CITY OF SAN DIEGO
TELECOMMUNICATIONS LEASE**

between

THE CITY OF SAN DIEGO

and

**STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES**

At

**Point Loma Reservoir
1057 ½ Catalina Boulevard**

DOCUMENT NO. **RR312297**
FILED **APR 09 2019**
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA A-18

**CITY OF SAN DIEGO
TELECOMMUNICATIONS LEASE**

This CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE ("Lease") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and the CALIFORNIA HIGHWAY PATROL, by and through the Department of General Services ("LESSEE"), hereinafter collectively referred to as the "Parties," to be effective on the first day of the first month following the date of execution by CITY and approval by the San Diego City Attorney ("Effective Date").

RECITALS

A. CITY owns certain real property commonly known as "1057 ½ Catalina Boulevard", located in the County of San Diego and in the City of San Diego, California, and more particularly described in **Exhibit A, Property**, attached hereto and incorporated herein by reference (the "Premises").

B. LESSEE and CITY desire to enter into this Lease in order to grant LESSEE the right to operate and maintain a wireless communications facility on portion of the Premises (the "Site"), including LESSEE owned 10'8 x 12' metal building (vault), tower, three poles (10', 15', 20'), as described and depicted in the Site plans attached hereto as **Exhibit B** and incorporated herein by reference (the "Site Plans").

C. LESSEE and the CITY desire to establish their respective rights and responsibilities for LESSEE'S continued operation of the wireless communications facility and LESSEE'S use of the Site.

AGREEMENT

FOR VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

For the purposes of this Lease, the terms listed below are defined as follows:

- 1.1 "Communications Equipment" means the antenna support structure, antenna equipment, cable wiring, utility lines, transmission lines, air-conditioned equipment shelters, back-up power sources (that may include back-up power generators with connected fuel storage tanks for emergency power), and related fixtures that LESSEE will maintain on the Site, more particularly described and depicted in the Site Plans attached hereto as **Exhibit B**.
- 1.2 "Hazardous Substances" means any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
- 1.3 "CITY Contact" means the CITY's Building Facilities Supervisor or designee. For purposes of this Lease, the CITY Contact is currently Kim Andersen, Senior Communications Engineer, who can be contacted at (619) 525-8656.

2. **LEASED PROPERTY.**

- 2.1 Lease of Site. Under the terms and conditions of this Lease, CITY leases to LESSEE and LESSEE leases from CITY, the Site.
- 2.2 Access to Site. Unless otherwise provided, LESSEE, its agents, employees, contractors, guests, and invitees may enter the Premises on a 24-hour, non-exclusive basis to access the Site.
- 2.3 Memorandum of Lease. Upon LESSEE'S request, CITY shall execute and deliver to LESSEE a "Memorandum of Lease," substantially in the form attached hereto as **Exhibit C**, which LESSEE may record in the Office of the San Diego County Recorder.

3. **USES.**

LESSEE shall use the Site solely and exclusively for the purposes, with proper permits and approvals obtained, of installing, constructing, modifying, maintaining, operating, and removing, all at LESSEE'S sole cost and expense, LESSEE'S Communications Equipment ("LESSEE'S Operations").

- 3.1 Continuous Use. LESSEE shall continuously occupy and use the Site throughout the "Term" (defined below) of this Lease.
- 3.2 Unauthorized Use. The use of the Premises or Site for any unauthorized, illegal, or non-permitted purpose shall constitute a default of this Lease.

4. **TERM.**

The term of this Lease ("Term") shall be ten (10) years, commencing on the Effective Date. "Lease Year" shall mean each twelve (12) month period during the Term, commencing on the month and day of the Effective Date and continuing to the same month and day of the following year, minus one (1) calendar day.

- 4.1 Early Termination Right. Either party may terminate this Lease at any time by giving written notice to the other party at least one hundred eighty (180) days prior to the date when such termination shall become effective.
- 4.2 Holdover. Any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this lease. The occupancy of the Site after expiration or termination shall be month-to-month, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover at will. Calculation of all prorated rents under this section shall be based on a 30-day month. Notice of any such increase in rent shall be given in writing at least thirty (30) days prior to becoming effective.

- 4.3 Surrender. Upon the expiration or earlier termination of this Lease, LESSEE shall surrender the Site to CITY in a decent, safe, and sanitary condition, and free and clear of all liens and encumbrances caused by or resulting from LESSEE'S Operations. Except otherwise stated in Section 30, below, LESSEE shall surrender the Site in the same condition as it was on the Effective Date, normal wear and tear excepted.

5. RENT.

LESSEE shall pay rent from legally available funds to CITY in the amount of \$23,911.20 (Twenty Three Thousand, Nine Hundred Eleven Dollars and 20/100) per year, in advance, subject to annual adjustments as of the first day of the second Lease Year and each Lease Year thereafter, as follows:

Lease Year Two	\$24,748.09
Lease Year Three	\$25,614.28
Lease Year Four	\$26,510.77
Lease Year Five	\$27,438.65
Lease Years Six – Ten	Market Rent Adjustments by Appraisal

The above rent schedule reflects an annual rent escalation equal to three and one-half percent (3.5%) above the annual rent for each preceding Lease Year. For the sixth through the tenth Lease Years, the rent may be adjusted upward pursuant to the "Market Rent Adjustments by Appraisal" section, below.

- 5.1. Market Rent Adjustments by Appraisal. At the end of the fifth Lease Year, the annual rent for the sixth Lease Year shall be adjusted to equal the then existing market rent as determined by an appraisal, which adjustment shall be effective as of the first day of the sixth Lease Year ("Adjustment Date"). Such appraisal shall be performed by a staff appraiser of CITY'S Real Estate Assets Department ("READ") or by a California State Certified General Real Estate Appraiser who is confirmed by READ as being competent in determining market rent for telecommunications sites, properties, and leases ("Qualified Appraiser") and shall be in conformance with Uniform Standards of Professional Appraisal Practice. In establishing the market rent for the Site, the Qualified Appraiser shall base the valuation on an appraisal not more than six (6) months old, as of the Adjustment Date, prepared by surveying comparable market rents for similar leased facilities in Southern California or other comparable market areas. If the appraisal is not completed prior to the Adjustment Date, LESSEE shall continue to pay rent in accordance with the then-existing Lease rates, and the adjustment, when determined, shall be retroactive to the Adjustment Date. Any deficiency shall be paid by LESSEE to CITY within thirty (30) calendar days after determination of the new rental rate. In no event shall the adjusted rent be less than the rent in effect immediately prior to the Adjustment Date. Once adjusted, the annual rent shall increase on each anniversary of the Adjustment Date by an amount equal to three and one-half percent (3.5%) of the annual rent paid in the preceding Lease Year. In lieu of the above adjustment to market rent, CITY may determine that no market value adjustment is necessary and waive the requirement for an appraisal, in which case, the rent for each year of the remaining five (5) Lease Years shall be set at three and one-half percent (3.5%) above the annual rent for each

preceding Lease Year. In no event shall the rent ever decrease from the rental rate established for the previous Lease Year.

- 5.2. Time and Place of Payment. Rent is due annually in advance on or before the first day of each Lease Year. All rents required by this Lease shall be made payable to the City Treasurer and mailed to:

The City of San Diego
Office of the City Treasurer
P.O. Box 129030
San Diego, California 92112-9030

or hand delivered to:

Office of the City Treasurer
Civic Center Plaza
1200 Third Avenue, First Floor
San Diego, California 92101

LESSEE shall include CITY'S customer account number for LESSEE on the rent payment so CITY can apply the rent to the appropriate account. The place of payment may be changed at any time by CITY upon thirty (30) calendar days' prior written notice to LESSEE. Mailed payments shall be deemed paid upon the date the payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. LESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

- 5.3. Invoicing Courtesy. CITY may invoice LESSEE for amounts payable under this Lease. However, any such invoicing shall be deemed a courtesy only; LESSEE shall make all payments under this Lease on or before each applicable due date, regardless of being invoiced. No grace period shall apply to any amount payable under this Lease.
- 5.4. Delinquent Rent. If LESSEE fails to pay rent when due, LESSEE shall pay, in addition to the unpaid rent, five percent (5%) of the delinquent rent. If the rent is still unpaid after fifteen (15) days past due, LESSEE shall pay an additional five percent (5%) (being a total of ten percent (10%)), which is agreed by the parties to be appropriate to compensate CITY for the cost of servicing the delinquent account. In no event shall the charge for late payments of rent be less than Twenty-Five Dollars (\$25.00). Acceptance of late charges and any portion of the late payment by CITY shall neither constitute a waiver of LESSEE'S default with respect to late payment nor prevent CITY from exercising any other rights and remedies available at law or in equity.
- 5.5. Financial Records. LESSEE shall maintain, in accordance with generally accepted accounting practices, complete and accurate financial records showing all receipts from its use of the Site. LESSEE shall make any and all of its records and accounts relating to its use of the Site available to CITY for inspection at a reasonable

location and time so that CITY can determine LESSEE'S compliance with this Lease. LESSEE'S failure to keep and maintain records and make them available for inspection by CITY shall be a default of this Lease. LESSEE shall maintain all records and accounts for a minimum period of five (5) years past the expiration or earlier termination of this Lease. This section shall survive the expiration or earlier termination of this Lease.

6. QUIET POSSESSION.

LESSEE, paying the rent and performing its obligations under this Lease, shall, at all times during the Term, peaceably and quietly have, hold, and enjoy the Site. If during the Term, LESSEE is temporarily dispossessed through action or claim of a title superior to CITY'S, this Lease shall not be voided thereby, and CITY shall not be liable to LESSEE for any loss or resulting damage, but there shall be determined and stated by CITY, in writing, a proportionate reduction of the rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the Site.

7. INSURANCE.

7.1 LESSEE shall obtain and maintain throughout the term of this Permit, at its sole cost and expense, all insurance required by this Permit. LESSEE'S liabilities under this Permit, including without limitation LESSEE'S indemnity obligations, shall not be deemed limited in any way to the insurance coverage required herein. LESSEE'S maintenance of the required insurance coverage is a material consideration for this Permit. Notwithstanding any provision of this Permit to the contrary, if LESSEE fails to maintain or renew the insurance coverage required herein, or fails to deliver evidence of same to CITY, LESSEE shall be in default of this Permit. LESSEE shall not modify any policy or endorsement thereto which increases CITY'S exposure to loss. LESSEE shall obtain and deliver to CITY'S Real Estate Assets Department a current certificate of insurance and relevant endorsements for (and subject to CITY'S reasonable written approval of same):

- (a) Commercial General Liability Insurance ("CGL") written on an *ISO Occurrence form CG 00 01 07 98* or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, including death, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence and general aggregate of Four Million Dollars (\$4,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.
- (b) Commercial Automobile Liability Insurance, providing coverage for all bodily injury, including death, and property damage on an *ISO form CA 00 01 12 90* or a later version of such form or an equivalent form providing coverage at least as broad for a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Permit.
- (c) Workers' Compensation Insurance, as required by applicable laws, for all of LESSEE'S employees who are subject to this Permit, with employers' liability

coverage with a limit of at least One Million Dollars (\$1,000,000), including a waiver of the right of subrogation against The City of San Diego and its elected officials, officers, employees, and representatives.

- 7.1.1 Additional Insureds. To the fullest extent allowed by law, including without limitation California Insurance Code section 11580.04, each policy excluding workers' compensation and employer's liability shall include as an insured "The City of San Diego and its elected officials, officers, employees, and representatives" with respect to liability arising out of: (a) ongoing operations performed by LESSEE or on LESSEE'S behalf; (b) LESSEE'S products; (c) LESSEE'S work, including without limitation LESSEE'S completed operations performed by LESSEE or on LESSEE'S behalf; or (d) the Permit Area.
- 7.1.2 Primary & Non-Contributory. The Commercial General Liability policy is primary to any insurance or self-insurance of The City of San Diego and its elected officials, officers, employees, and representatives as respects operations of the named insured. Any insurance maintained by The City of San Diego and its elected officials, officers, employees, and representatives shall be in excess of LESSEE'S insurance and shall not contribute to it.
- 7.1.3 Severability of Interest. Each policy shall provide that LESSEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- 7.1.4 Qualified Insurer(s). Except for the State Compensation Insurance Fund, all insurance required by this Permit shall only be carried by insurance companies with a rating of at least "A-, VII" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY may accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (i.e., the LESLI list). All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein. Each insurer shall be subject to CITY's approval in each instance.
- 7.1.5 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of LESSEE shall be commercially reasonable.
- 7.1.6 Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. Within thirty (30) days after the expiration of each insurance policy, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit. LESSEE shall provide proof of continuing insurance at least annually during the Term and otherwise upon CITY's

request. If insurance lapses or is discontinued for any reason, LESSEE shall immediately obtain replacement insurance as soon as possible.

7.1.7 Modification. To assure protection from and against the kind and extent of risk existing with the Allowed Uses, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving LESSEE thirty (30) days prior written notice. LESSEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Permit Use.

7.1.8 Accident Reports. LESSEE shall immediately, or as soon as practicable and not more than 48 hours after LESSEE becomes aware of such accident, report to CITY any accident causing property damage or injury to persons on the Permit Area or otherwise related to the Permit Use. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

Self Insurance. Notwithstanding the insurance provision of this section 7 to the contrary, LESSEE shall have the right to self-insure with respect to any of the insurance required to be carried by LESSEE under this section.

8. ACCEPTANCE OF SITE.

LESSEE represents and warrants that LESSEE has independently inspected the Site and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Site. LESSEE agrees that LESSEE is relying solely on its independent inspections, tests, investigations, and observations in entering into this Lease. LESSEE acknowledges that the Site is in the condition called for herein and that LESSEE shall not hold CITY responsible for any defects, whether apparent or latent, at the Site. LESSEE has been given the opportunity to investigate the Site for the presence of any Hazardous Substances, including, without limitation, the opportunity to perform soil borings and other tests. LESSEE shall notify CITY if LESSEE'S investigations indicate the presence of any Hazardous Substances on the Site. LESSEE waives any claims against CITY which may result from the presence of Hazardous Substances on the Premises or Site prior to the LESSEE'S tenancy.

9. SITE PLANS.

LESSEE shall maintain and operate the Site in accordance with the Site Plans, which are attached as **Exhibits B and B1**. LESSEE'S failure to comply with the Site Plans shall be a default of this Lease.

10. IMPROVEMENTS AND ALTERATIONS.

Other than as approved by the Site Plans, LESSEE shall not construct any improvements, structures, or installations on the Site, or make any alterations to the Site (with the exception of necessary maintenance and/or repairs that do not involve the swapping out or replacement of equipment) without CITY'S prior written consent. LESSEE shall not make major structural or architectural design alterations to approved improvements, structures, or installations on the Site without CITY'S prior written consent.

10.1 Reserved.

10.2 Alterations to Communications Equipment. LESSEE shall not make any alterations, additions or improvements to the Communications Equipment, except for routine maintenance unless: (1) LESSEE obtains CITY'S prior written consent, which shall be granted in the CITY'S sole discretion; (2) the alterations, additions or improvements do not damage or interfere with any adjacent improvements on the Site and/or Premises existing at such time; and (3) the alterations, additions or improvements comply with the requirements set forth in **Exhibits D: Interference Protection Requirements** and **E: Installation Standards** attached hereto. Nothing in this section shall be construed to eliminate LESSEE'S obligation to obtain development related permits and approvals for any alterations to the Communications Equipment that may be required by CITY'S Development Services Department or any other governmental agency having jurisdiction over LESSEE'S Operations.

10.3 Information to Permitting Authorities. In obtaining any required permits for improvements, structures, installations, and/or alterations on the Site, LESSEE shall inform permitting authorities, in writing, that the Premises are CITY-owned property.

10.4 Repair and Restoration. Nothing in this Section 10 shall relieve LESSEE of any obligation under this Lease to maintain the Site in a decent, safe, healthy, and sanitary condition, including, without limitation, structural repair and restoration of damaged or worn improvements.

11. COMPETENT MANAGEMENT.

Throughout the Term, LESSEE shall provide competent management of the Site for the permitted uses to the reasonable satisfaction of CITY. Competent management" shall mean demonstrated ability in the management and operation of a wireless communication facility and related activities in a responsible manner and in accordance with industry standards.

12. COMPLIANCE WITH LAWS AND POLICIES.

12.1 General. LESSEE'S Operations shall, at all times, comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments at LESSEE'S sole cost and expense. LESSEE shall comply with all notices issued by CITY under the authority of all current or future laws, statutes, ordinances, or regulations. Upon receipt of same, LESSEE shall promptly deliver to City copies of all documentary evidence of such compliance received by or otherwise available to LESSEE.

12.2 Nondiscrimination. LESSEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in LESSEE'S Operations, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

- 12.3 Equal Benefits. LESSEE shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require lessees of City-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. To the extent so required by the San Diego Municipal Code, LESSEE shall certify that it will maintain such equal benefits throughout the term of this Lease.

13. WATER QUALITY ASSURANCES.

The CITY and LESSEE are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the Premises in a manner which aids in the protection of the City of San Diego's precious water resources. It is the LESSEE's responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code Sections 43.0301 to 43.0312).

Therefore, LESSEE shall, at a minimum, implement and comply, as applicable, with the Minimum Industrial and Commercial BMPS adopted under the San Diego Municipal Code Section 43.0307(a).

It is ultimately the LESSEE's responsibility to prevent pollutant discharges to the storm drain system. Therefore, the LESSEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

14. TELECOMMUNICATIONS PROVISIONS.

- 14.1 Radio Frequency Radiation. LESSEE shall maintain any radio frequency ("RF") radiation associated with the Communications Equipment within the levels allowed by federal regulations set forth in Section 1.1310 of Title 47 of the Code of Federal Regulations. Any area within one thousand (1,000) feet of any RF transmitting antenna located within the Site and casually accessible by the general public or by any worker at ground level, shall be maintained below limits stated in CFR Title 47 for General Population/Uncontrolled Exposure. LESSEE shall report to CITY any area of the Site discovered by LESSEE to exceed such federally mandated limits. LESSEE shall indemnify, defend and hold the CITY harmless for any liabilities, fines, or other penalties claimed or imposed against the CITY that result from the existence of levels of radiation that exceed such federally mandated limits, which are caused in whole or in part, or contributed to, by LESSEE'S Operations; provided, however, that the duty to indemnify shall not extend to any liabilities, fines, or other penalties claimed or imposed against the CITY arising from the CITY's established sole negligence or willful misconduct. Hazardous RF radiation levels may be encountered when climbing on antenna structures (refer to FCC OET Bulletin 65). Protection of employees performing service on buildings, roofs, air-conditioning equipment, water tanks, communications equipment, or any other maintenance work is of primary concern. Any areas in which such employees may be subjected to radiation levels that exceed the General Population/Uncontrolled Exposure limits must be clearly identified as required by CAL-OSHA. Additional information regarding these exposure limits can be found in the FCC's OET Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to

Radiofrequency Electromagnetic Fields,” and in supplements to Bulletin 65, all available at the FCC's Internet Web site: <http://www.fcc.gov/oet/rfsafety>.

- 14.2 Radio Frequency Interference. LESSEE shall comply with all requirements set forth in **Exhibit D** attached hereto, which may be updated from time to time in CITY'S sole discretion. LESSEE warrants that LESSEE'S Operations shall not result in degraded performance or RF interference with any CITY-authorized uses at the Premises.
- 14.3 Industry Standards. LESSEE shall perform LESSEE'S Operations in adherence to industry standards set by the “Standards and Guidelines for Communications Sites” Motorola R56© Manual, or any succeeding regulations or standards. In addition to the requirements of the Motorola R56© publication, LESSEE shall comply with the following supplemental requirements:
- 14.3.1 LESSEE shall remove all trash and debris from the Site and/or Premises caused by LESSEE at the end of each workday;
- 14.3.2 Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements;
- 14.3.3 All transmitters shall have all necessary protection, such as cavity filtering and transmitter isolators, to eliminate any RF degradation of the receive signal to other users at the Premises; and
- 14.3.4 LESSEE shall comply with the requirements set forth in **Exhibit E** attached hereto with respect to LESSEE'S Operations. CITY may, in its sole discretion, update Exhibit E from time to time.
- 14.4 Other Facilities. LESSEE shall not access any other wireless communication facility or CITY-owned communications equipment (including any towers) located on the Premises without CITY'S prior consent.
- 14.5 Interference with CITY Operations or Public Use. LESSEE'S Operations shall not unreasonably interfere with CITY operations or the public's use of CITY-owned property.

15. WASTE, DAMAGE, OR DESTRUCTION.

LESSEE shall immediately give notice to CITY of any fire or any other damage created by LESSEE'S own Operations, that occurs on the Site and/or Premises, either during or after the completion of construction of approved improvements. LESSEE shall not commit, or allow to be committed, any waste or injury or any public or private nuisance in connection with LESSEE'S Operations. LESSEE shall keep the Site and/or Premises clean and clear of refuse and obstructions created by LESSEE'S Operations, and dispose of all garbage, trash, and rubbish generated by LESSEE'S Operations in a manner satisfactory to CITY. If the Site and/or Premises is damaged by any cause that puts the Site and/or Premises into a condition which is not decent, safe, healthy, and sanitary, LESSEE shall make, or cause to be made, full repair of the damage and restore the Site and/or Premises to the condition which existed prior to the damage; or, at CITY'S option, LESSEE shall clear and remove

from the Site and/or Premises all debris resulting from the damage and restore the Site and/or Premises in accordance with the Site Plans previously submitted to and approved by CITY, in writing, in order to replace in kind and scope the operation which existed prior to the damage. LESSEE shall commence preliminary steps toward performing repairs and/or restoration of the Site and/or Premises as soon as practicable, but no later than ten (10) calendar days after the occurrence of the fire or damage, and shall complete the required repairs and/or restoration of the Site within sixty (60) calendar days after such occurrence, provided that any and all governmental approvals and permits required for such repairs and/or restoration have been obtained by LESSEE and LESSEE has diligently acted to obtain such approvals and permits. Failure to timely repair damage to the Site and/or Premises will be considered a default under the Lease.

16. HAZARDOUS MATERIALS.

LESSEE shall not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance or otherwise regulated substances in, on, under or from the Site and/or Premises by any of LESSEE'S officers, employees, agents, contractors, invitees and guests. LESSEE and LESSEE'S officers, employees, agents, contractors, invitees and guests shall not install, store, utilize, generate or sell any Hazardous Substance on the Site and/or Premises without CITY'S prior written consent. LESSEE shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste, with the exception of batteries.

16.1 Release. For all purposes of this Lease, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance.

16.2 Remediation. If LESSEE'S Operations result in a release of a Hazardous Substance, LESSEE shall pay all costs of remediation and removal to the CITY'S satisfaction for unrestricted reuse of the Premises, to the extent as required by applicable law and in accordance with all applicable laws, rules, and regulations of governmental authorities.

16.3 Removal. If LESSEE or LESSEE'S officers, employees, agents, contractors, invitees and guests has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Site and/or Premises, LESSEE shall remove all such Hazardous Substances in any type of container, equipment or device from the Site immediately upon or prior to the expiration or earlier termination of this Lease. CITY reserves the right to conduct inspections of the Site and/or request documentation demonstrating the legal removal and/or disposal of the Hazardous Substances or other containers, equipment or devices from the Site. If LESSEE fails to comply with the foregoing requirements, LESSEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal as required by this provision.

- 16.4 Indemnity. Pursuant to California Government Code section 14662.5, LESSEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LESSEE'S Operations, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, LESSEE'S officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- 16.5 Notice of Release. If LESSEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Site and/or Premises, LESSEE shall immediately notify CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. LESSEE shall deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If LESSEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, LESSEE shall take all actions necessary to alleviate the danger. LESSEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Site.
- 16.6 Environmental Assessment. Upon reasonable cause to believe that LESSEE'S occupancy, use, development, maintenance, or restoration of the Site resulted in any Hazardous Substance being released on, from or beneath the Site or Premises, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment shall be obtained at LESSEE'S sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by LESSEE'S occupancy, use, development, maintenance; or restoration of the Site, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by CITY, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Site and/or Premises, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use to the extent as required by applicable law and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. LESSEE shall cause, or if LESSEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, then CITY may cause, the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Site and/or Premises and compliance with environmental laws and regulations are achieved, and LESSEE shall pay all costs and expenses therefor.

17. SIGNS.

LESSEE shall only post signs required by federal, state, or local regulations, including, without limitation, safety signs required by OSHA, FAA, and/or FCC. LESSEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising on the Premises and/or Site without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. If any such unauthorized item is found on the Premises and/or Site, LESSEE shall remove the item at LESSEE'S sole cost and expense within twenty-four (24) hours after CITY'S demand therefor, or CITY may then enter the Site and/or Premises and remove the item at LESSEE'S cost and expense. LESSEE shall post a clearly marked sign at the Site indicating LESSEE'S name and emergency telephone number.

18. MAINTENANCE.

LESSEE shall, at its sole cost and expense, continuously maintain the Site throughout the Term. In doing so, LESSEE shall, at its sole cost and expense, make all repairs, restoration, and replacements (including structural repairs and restoration of damaged or worn improvements) necessary to maintain and preserve the Site in a decent, safe, healthy, and sanitary condition. All such maintenance, repairs, restoration, and replacements shall be completed to the satisfaction of CITY, in conformance with the description of the Site and Premises set forth in **Exhibit A**, the approved Site Plans set forth in **Exhibit B**, and in compliance with all applicable codes and standards of CITY, state, and federal agencies.

18.1 CITY Maintenance. CITY reserves the right to perform any needed maintenance on the Site at any time. If CITY performs such maintenance, CITY shall provide LESSEE with at least forty-eight (48) hours notice prior to commencing the work (except in the event of an emergency, in which case, no prior notice shall be required, but CITY shall give LESSEE notice as soon as reasonably possible thereafter), and LESSEE shall comply with all applicable safety requirements issued by CITY to ensure the safety of CITY personnel performing such maintenance on the Site.

18.2 Emergency Maintenance Procedures. The Parties shall comply with the emergency maintenance procedures set forth in **Exhibit F**, including the requirement to notify the other party, in writing, of any changes to its emergency contacts and telephone numbers.

19. ENTRY AND INSPECTION.

CITY may, at any time, without any obligation to do so, enter the Site for the purpose of viewing and ascertaining the condition of the Site, or to protect CITY'S interest in the Site, or to inspect the operations conducted on the Site. If CITY'S entry or inspection discloses that the Site are not in a decent, safe, healthy, and sanitary condition, CITY may, after ten (10) calendar days written notice to LESSEE, have any necessary maintenance work done in order to keep the Site in a decent, safe, healthy, and sanitary condition, all at LESSEE'S sole cost and expense, and LESSEE shall promptly pay any and all costs incurred by CITY in having the necessary maintenance work done. If at any time CITY determines that the Site are not in a decent, safe, healthy, and sanitary condition, CITY may, without additional notice, require LESSEE to file with CITY a faithful performance bond to assure prompt

correction of any condition which is not decent, safe, healthy, and sanitary. The bond shall be in an amount adequate, in CITY'S opinion, to correct the unsatisfactory condition. LESSEE shall pay the cost of the bond. The rights reserved in this section shall not create any obligation on CITY or increase CITY'S obligations elsewhere in this Lease.

20. UTILITIES.

LESSEE shall order, obtain, and pay for all utilities, including installation and service charges, in connection with LESSEE'S Operations. All utilities on the Site shall be maintained at their current location as of the Effective Date of this Lease and shall be used for LESSEE'S Operations only. Any change in the location of the utilities shall require CITY's consent, which consent shall be in CITY's sole discretion.

21. TAXES.

LESSEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the Site, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE, or levied by reason of LESSEE'S business or other LESSEE activities related to the Site, including, without limitation, any licenses or permits. LESSEE acknowledges that this Lease may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on the leasehold interests. LESSEE shall pay all such possessory interest taxes. LESSEE'S payment of taxes, fees, and assessments shall not reduce any rent due CITY.

22. SUPERIOR INTERESTS.

This Lease is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements, and rights-of-way pertaining to the Site, whether or not of record. LESSEE shall obtain all licenses, permits, and agreements from such third parties as may be or may become necessary or reasonably advisable to allow LESSEE'S Operations, relative to any such superior interest. If LESSEE'S Operations are or become inconsistent or incompatible with a preexisting, superior interest, LESSEE shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

23. ENCUMBRANCES.

Only with CITY'S prior written consent in each instance, which consent shall be in CITY'S sole discretion, and upon the condition that LESSEE apply any Site-related loan proceeds exclusively to its installation of wireless communication facilities on the Site, LESSEE may pledge its leasehold estate hereunder to secure its performance under the subject debt instrument.

23.1 Use of Loan Proceeds. A reasonable portion of such loan proceeds may be disbursed for payment of incidental costs of installing LESSEE'S wireless communication facilities on the Site, including, but not limited to, the following: off-site improvements for service of the Site; on-site improvements; escrow charges; premiums for hazard insurance or other insurance or bonds required by CITY; title insurance premiums; reasonable loan costs, such as discounts, interest,

and commissions; and architectural, engineering, and attorney fees and other normal expenses incidental to such installation.

- 23.2 Subsequent Encumbrances. After the Site is fully developed, as contemplated by this Lease and to CITY'S satisfaction, if LESSEE proposes a subsequent encumbrance on its leasehold estate hereunder, then CITY'S consent thereto may be subject, in CITY'S sole discretion and without limitation, to increasing the rent to then-current market rates. LESSEE may use the proceeds from any such subsequent encumbrance for any purpose approved by CITY.
- 23.3 Acceptance of Approved Mortgagee or Beneficiary. Upon a foreclosure or transfer in lieu of foreclosure of a CITY-approved encumbrance, CITY shall accept the approved mortgagee or beneficiary as the "LESSEE" under this Lease, with all rights and obligations thereof granted and imposed herein. Such mortgagee or beneficiary may assign its interest in this Lease to its nominee if CITY deems, in its sole discretion, such nominee to be a reputable, qualified, and financially responsible person.
- 23.4 Encumbrance Approved by CITY. Any CITY-approved encumbrance shall be subject and subordinate to all of the terms, covenants, and conditions of this Lease, and shall not be deemed to amend or alter any such term, covenant, or condition. LESSEE acknowledges that pursuant to City Charter section 225, each person having an interest in this Lease shall be subject to CITY'S review and approval.
- 23.5 Liens. Pursuant to California Government Code section 14662.5, LESSEE shall at all times protect, defend, indemnify, and hold CITY harmless from and against any and all claims for labor or materials in connection with LESSEE'S use, improvement, alteration, maintenance, or repair of the Site, and all costs of defending against such claims, including, without limitation, reasonable attorney fees. If LESSEE'S use, improvement, alteration, maintenance, or repair of the Site results in a lien or notice of lien being filed against the Premises and/or Site LESSEE shall, within five (5) calendar days after such filing, either: (a) take all actions necessary to record a valid release of the lien; or (b) deliver to CITY a bond, cash, or other security acceptable to CITY in an amount sufficient to pay in full all claims of all persons seeking relief under the lien.

24. ASSIGNMENT AND SUBLETTING.

24.1 Assignment.

- 24.1.1 For the purposes of this section, "Assignment" shall include, without limitation, the transfer of any interest in this Lease by LESSEE or by any partners, principals, or controlling shareholders of LESSEE, and, if LESSEE is other than a natural person, the transfer of a controlling interest in LESSEE or any of LESSEE'S general partners, principals, or controlling shareholders.
- 24.1.2 LESSEE shall not assign this Lease, or any interest in this Lease, without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. Association with another State Agency will not be considered

an Assignment. LESSEE shall not assign this Lease, or any interest in this Lease, to any person or entity engaged in the design, development, construction, operation, sale, and/or leasing of telecommunication towers or poles.

- 24.1.3 CITY'S consent to any Assignment pursuant to Section 24.1.2 shall be conditioned upon the assignee agreeing, in writing, that it will assume the rights and obligations assigned, and that it will keep and perform all covenants, conditions, and provisions of this Lease which are applicable to the rights acquired.
- 24.1.4 LESSEE shall not permit any person or entity (other than the employees, agents, contractors, and/or guests of LESSEE) to use or occupy the Site, or any part of the Premises.
- 24.1.5 Consent by CITY to any Assignment of this Lease pursuant to Section 24.1.2 shall not be deemed to be consent to any subsequent Assignment to the same or any other person.
- 24.1.6 Neither this Lease nor any interest herein shall be assignable as to LESSEE'S interest herein by operation of law, without CITY'S prior written consent.
- 24.1.7 Any Assignment of this Lease, or any use or occupancy of the Site and/or Premises by any other person or entity, in violation of the foregoing provisions (Sections 24.1.1 through 24.1.6) shall be void and a default of this Lease, and CITY may thereupon terminate this Lease.
- 24.2 Subletting. LESSEE shall not sublet, in whole or in part, the Site, or any right or appurtenant privilege to the Site, except as provided herein:
 - 24.2.1 City hereby acknowledges and consents to the sublease and current use and occupancy of the Site by Metropolitan Transit System, a California public agency ("SUBLESSEE") without any additional consideration. The use and occupancy of the Site by SUBLESSEE is subject to all terms and conditions of this Lease. The sublease will be and shall remain subject and subordinate to this Lease, as may be amended from time to time. If there is a conflict between the sublease and this Lease, the terms, conditions, and obligations of this Lease shall control. CITY'S consent to the sublease with SUBLESSEE shall be subject to the following terms and conditions:
 - 24.2.1.1 The sublease shall not release LESSEE from any liability, whether past, present, or future, under this Lease as to the Site or any portion thereof;
 - 24.2.1.2 The sublease shall not authorize any additional uses of the Site, or allow additional Communications Equipment be installed on the Site, which are not authorized in this Lease;

- 24.2.1.3 The sublease shall not alter the primary liability of LESSEE to pay the rent and perform all of LESSEE's obligations under this Lease;
- 24.2.1.4 The sublease shall not be construed as a waiver of CITY's right to consent to any proposed sublease or agreement after the date hereof by LESSEE under this Lease, or as a consent to any portion of the Site in the sublease being used or occupied by any other party;
- 24.2.1.5 The sublease shall not grant any rights to the SUBLESSEE, greater than those rights granted to LESSEE under this Lease;
- 24.2.1.6 The sublease shall not require CITY to recognize SUBLESSEE in the event of a default in the Lease by LESSEE;
- 24.2.1.7 The sublease shall not enlarge or in any manner increase CITY's obligations or duties under this Lease;
- 24.2.1.8 The sublease shall not create obligations or costs to CITY with regard to the sublease;
- 24.2.1.9 The sublease shall not modify, waive, amend, or otherwise affect any provision of this Lease;
- 24.2.1.10 The sublease shall not be deemed to be any type of obligation by CITY to LESSEE, SUBLESSEE or to any governmental agent, board, commission, or agency with regard to any other action relating to SUBLESSEE's occupancy, use, or maintenance of any portion of the Site or improvements thereon;
- 24.2.1.11 Prior to LESSEE allowing SUBLESSEE's use or occupancy of the Site, LESSEE shall cause to be filed with the CITY, a copy of the certificates of insurance demonstrating that SUBLESSEE is in compliance with all of the insurance requirements in Section 7, which shall name LESSEE and the "City of San Diego, its elected officials, officers, representatives, agents, and employees, as additional insureds for the entire term of the sublease agreement. CITY reserves the right to request, and LESSEE shall provide upon request, a copy of the policy of insurance if so requested.
- 24.2.1.12 SUBLESSEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to SUBLESSEE'S officers, employees, agents, contractors, invitees and guests,

which arise out of or are in any manner directly or indirectly connected with this Lease or SUBLESSEE'S occupancy, use, development, maintenance, or restoration of the Site, including damages arising out of release of hazardous materials, and all expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that SUBLESSEE'S duty to indemnify and hold harmless shall not include any established liability arising from the sole negligence or willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, SUBLESSEE shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

24.2.2 LESSEE shall not sublet, in whole or in part, the Site or any right or appurtenant privilege to the Site other than to SUBLESSEE as provided in Section 24.2.1, without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. CITY shall require that additional rent in the amount of 50% of LESSEE'S gross revenues from any additional approved sublessees to be paid pursuant to Section 5.5 herein.

24.3 Provisions Binding on Successors. Except as otherwise provided in this Lease, all of the terms, covenants, and conditions of this Lease shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.

25. INDEMNIFICATION.

Pursuant to California Government Code section 14662.5, LESSEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LESSEE'S officers, employees, agents, contractors, invitees and guests, which arise out of or are in any manner directly or indirectly connected with this Lease or LESSEE'S Operations, including damages arising out of the release of Hazardous Substances caused by LESSEE'S Operations, and all expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that LESSEE'S duty to indemnify and hold harmless shall not include any established liability arising from the sole negligence or willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, LESSEE shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

26. OTHER GOVERNMENTAL ACTIONS.

By entering into this Lease, neither CITY nor the San Diego City Council is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the development, occupancy, use, or maintenance of the Site. Discretionary action includes, but is not limited to any rezoning, variance, environmental clearance, or any other governmental approval that may be required for LESSEE'S Operations. LESSEE shall diligently seek, at its sole cost and expense, all entitlements and actions from both CITY and other governmental agencies with jurisdiction over the Site, as are necessary for LESSEE'S Operations.

27. CITY'S RESERVATION OF RIGHTS.

- 27.1 Resources. CITY reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the Site.
- 27.2 Use. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the Site for utilities, thoroughfares, or access as CITY deems advisable, in its sole discretion, for the public good.
- 27.3 Entry. CITY may enter the Site to develop and/or make repairs to municipal resources and services. CITY shall not unreasonably interfere with LESSEE'S use of the Site and shall reimburse LESSEE for physical damages, if any, to the permanent improvements located on the Site or to LESSEE'S Communications Equipment resulting from CITY exercising the rights reserved in this section. Such reimbursement may include a reduction in the rent proportionate to the amount of physical damage, as reasonably determined by CITY. CITY shall pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

28. REASSIGNMENT OF SPACE.

At any time during the Term, but only once during the Term, CITY, in its sole discretion, may reassign LESSEE to a different location within the Premises ("Relocation Site").

- 28.1 Timing and Costs. LESSEE shall relocate its Communications Equipment to the Relocation Site either within ninety (90) calendar days after the execution of a written agreement between the Parties concerning the location and dimensions of the Relocation Site, or otherwise as soon as possible after receipt of all necessary permits and approvals required for any CITY construction or redevelopment project which requires such relocation, and receipt of all permits and approvals required for LESSEE'S use of the Relocation Site. LESSEE shall cooperate fully with CITY and its contractors during any reassignment, and shall pay all expenses associated with the reassignment.
- 28.2 Physical Relocation of Equipment. The physical relocation of all or any part of LESSEE'S Communications Equipment shall only be done by LESSEE or LESSEE'S contractors.

- 28.3 Broadcast and/or Receiving Capability. During physical relocation of the Communications Equipment to the Relocation Site, CITY will work with LESSEE to attempt to secure an alternative CITY-approved site for LESSEE to operate temporary installed communications equipment, which may include a CITY-approved temporary wireless communication facility on the Premises and which will be installed and maintained at LESSEE'S sole cost and expense.
- 28.4 No Agreement. If CITY and LESSEE are unable to agree on an acceptable Relocation Site, then LESSEE or CITY may terminate this Lease upon thirty (30) calendar days prior written notice, without further obligation thereto.
- 28.5 Site Redefined. After a reassignment and relocation as provided in this section, the Site shall be redefined to be the Relocation Site. CITY and LESSEE agree that "as built" drawings of the Relocation Site, including any access and utility easements, may be prepared by a licensed architect at LESSEE'S sole cost and expense. In such event, Exhibits A and B of this Lease, as applicable, shall be amended (pursuant to Section 33.11 below) to include a full description of the Relocation Site and the new "as built" drawings. Except as expressly provided in this section, any such reassignment and relocation shall not alter, modify, or otherwise change any of the terms or conditions of this Lease.

29. EMINENT DOMAIN.

If all or part of the Site is taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and LESSEE (or its beneficiary or mortgagee) shall be as follows:

- 29.1 Full Taking. If the entire Site is taken, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- 29.2 Partial Taking - Remainder Unusable. If a partial taking of the Site occurs, and in the opinion of CITY, the remaining part of the Site is unsuitable for the Lease operation, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- 29.3 Partial Taking - Remainder Usable. If a partial taking of the Site occurs, and in the opinion of CITY, the remaining part of the Site is suitable for continued Lease operation, this Lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The rent shall be equitably reduced to reflect the portion of the Site taken, but only to the extent that LESSEE'S use of the Site is reduced or impaired.
- 29.4 Award. All monies awarded in any taking shall belong to CITY, whether the taking results in diminution in value of the leasehold or the fee, or both. LESSEE shall be entitled to any award attributable to the taking of, or damages to, LESSEE'S then-remaining leasehold interest in installations or improvements of LESSEE. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.

29.5 Transfer. CITY may transfer CITY'S interests in the Site in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If such a transfer occurs, LESSEE shall retain whatever interest LESSEE may have in the fair market value of any improvements placed by LESSEE on the Site in accordance with this Lease.

29.6 No Inverse Condemnation. CITY'S exercise of any right under this Lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

30. DEFAULT AND REMEDIES.

30.1 Default. Each of the following shall constitute an event of default under this Lease:

30.1.1 LESSEE'S failure to make any payment required under this Lease when due, if the failure continues for thirty(30) calendar days past due following written notice of the failure by CITY;

30.1.2 LESSEE'S breach of any of its obligations under this Lease, other than those requiring payment to CITY, and LESSEE either: (i) fails to cure the breach within thirty (30) calendar days following written notice from CITY; or, (ii) if such breach is not curable within thirty (30) calendar days, fails to commence to cure the breach within thirty (30) calendar days and to diligently pursue the cure to completion;

30.1.3 LESSEE voluntarily files any petition under any bankruptcy or insolvency act or law;

30.1.4 LESSEE has involuntarily filed against it any petition under any bankruptcy or insolvency act or law and the matter is not dismissed by a court of competent jurisdiction within ninety (90) calendar days of filing;

30.1.5 LESSEE is adjudicated a bankrupt;

30.1.6 LESSEE makes a general assignment for the benefit of creditors; and

30.1.7 LESSEE uses the Site for any unauthorized purpose.

30.2 Remedies.

30.2.1 General. Upon LESSEE'S default under this Lease, CITY may pursue any one or more of the remedies listed in this section in addition to any other remedies now or later available to CITY, in law or equity. Such remedies shall be cumulative and not exclusive.

30.2.2 For Monetary Default. Upon LESSEE'S default for nonpayment under Section 30.1.1 of this Lease, CITY may, in its sole discretion, either give LESSEE, or any person claiming rights through LESSEE, a written Thirty-Day Notice to Pay or Quit, or CITY may terminate this Lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the Site

or to possession of the Site, and CITY may enter and take possession of the Site and may recover the amount set forth below.

- 30.2.3 For Non-Monetary Default. Upon LESSEE'S default based upon Sections 30.1.2 through 30.1.7 of this Lease, CITY may, in its sole discretion, terminate this Lease, and all rights of LESSEE and of all persons claiming rights through LESSEE to the Site or possession of the Site, and CITY may enter and take possession of the Site and may recover from LESSEE the amount set forth below. If any default described in Sections 30.1.2 through 30.1.7 of this Lease is not curable within thirty (30) calendar days after notice to LESSEE, CITY will not terminate this Lease pursuant to the default, if LESSEE immediately commences to cure the default and diligently pursues the cure to completion.
- 30.2.4 CITY'S Recovery Upon Termination. Upon termination of the Lease due to LESSEE'S default, CITY may recover the sum of:
- 30.2.4.1 The worth at the time of award of any unpaid rent that had been due at the time of termination; plus
 - 30.2.4.2 The worth at the time of award of the amount by which (i) the unpaid rent that would have been earned after termination until the time of award minus (ii) the amount of the rent lost, if any, that LESSEE affirmatively proved could have been reasonably avoided; plus
 - 30.2.4.3 The worth at the time of award of the amount by which (i) the unpaid rent for the balance of the Term after the time of the award minus (ii) the amount of rent lost, if any, as LESSEE affirmatively proves could be reasonably avoided; plus
 - 30.2.4.4 Any other amount necessary to compensate CITY for the detriment proximately caused by LESSEE'S failure to perform LESSEE'S obligations or that, in the ordinary course of things, would be likely to result; plus
 - 30.2.4.5 All other amounts in addition to or in lieu of those previously stated as may be permitted by California law.
 - 30.2.4.6 As used in Sections 30.2.4.1 and 30.2.4.2, the "worth at time of award" shall be computed by allowing interest at the rate of ten percent (10%) per annum. As used in Section 29.2.4.3, the "worth at the time of award" shall be computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus two percent (2%). As used in this section, the term "rent" shall include base rent and any and all other amounts that LESSEE is required to pay to CITY under this Lease.

- 30.2.4.7 The calculation of any sum under this section shall be based on a 30-day month and a 360-day year.
- 30.3 Leasehold Pledged as Security. If LESSEE is in default under this Lease and the leasehold is pledged as security for a CITY-authorized encumbrance, CITY shall notify the mortgagee or beneficiary thereof of LESSEE'S default. CITY shall allow such mortgagee or beneficiary thirty (30) calendar days to cure the default or, if the default is not curable within thirty (30) calendar days, to commence to cure the default and diligently pursue the cure to completion. CITY may, in its sole discretion, extend such time to cure the default if CITY deems that the mortgagee or beneficiary is pursuing the cure with reasonable diligence.
- 30.3.1 If the mortgagee or beneficiary is required to exercise its right to cure a default through litigation or foreclosure, then CITY may take the following actions to expeditiously cure the default:
- 30.3.1.1 CITY may correct the default and charge the costs incurred to LESSEE'S account, which charge shall be due and payable within thirty (30) days after CITY'S statement of such costs is delivered to LESSEE and mortgagee or beneficiary;
- 30.3.1.2 CITY may correct the default and may recover the costs incurred from the proceeds of any insurance fund held by CITY, CITY and LESSEE, or by CITY and mortgagee or beneficiary, or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default or to pay the cost of correction performed by or at the direction of CITY; or
- 30.3.1.3 CITY may terminate this Lease as to the rights of LESSEE by assuming or causing the assumption of liability for any CITY-authorized encumbrance on the leasehold. LESSEE shall assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition of CITY'S early payoff of the related obligations. CITY may, as an alternative, substitute for the terminated LESSEE a new tenant reasonably satisfactory to the mortgagee or beneficiary. Any reasonable costs incurred by CITY in entering into a new lease with the same terms and conditions as this Lease with the new tenant shall be the responsibility of the terminated LESSEE, and LESSEE shall reimburse CITY for all such costs.
- 30.3.2 If the default is not curable by LESSEE, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee are approved by CITY, may substitute itself in the place of LESSEE by assuming all of LESSEE'S rights and obligations under this Lease. If such a lender notifies CITY of its intention to substitute itself in LESSEE'S place, in writing, within thirty (30) calendar days after receipt of CITY'S notice of default, and the default is cured by the lender, then this Lease will not terminate pursuant to the default. Subject to such a cure and LESSEE'S assignment to

the lender of LESSEE'S rights and obligations under this Lease, CITY shall consent to the assignment.

- 30.4 Quitclaim Deed. Upon termination of this Lease for any reason, LESSEE shall execute, acknowledge, and deliver to CITY, within thirty (30) calendar days after written demand, a valid and recordable quitclaim deed relinquishing LESSEE'S interest in the Site. If LESSEE fails or refuses to deliver any such quitclaim deed, CITY may prepare and record a notice reciting LESSEE'S failure to perform such obligation, and such notice shall be conclusive evidence of the termination of this Lease and termination of LESSEE'S rights to the Site.
- 30.5 Abandonment by LESSEE. If LESSEE breaches this Lease and abandons the Site, this Lease shall continue in effect as long as CITY does not terminate this Lease, and CITY may enforce all its rights and remedies under this Lease, including, without limitation, the right to recover the rent as it becomes due, plus damages.
- 30.6 Waiver. CITY'S waiver of a default shall not constitute a waiver of any other default. Any waiver of a default shall be in a writing executed by CITY in order to constitute a valid and binding waiver. CITY'S delay or failure to exercise a remedy or right shall not be a waiver of that or any other remedy or right under this Lease. The use of one remedy or right for any default shall not waive the use of another remedy or right for the same or any other default. CITY'S acceptance of any rent shall not be a waiver of any default preceding the rent payment. The property constituting the Site is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego. CITY'S failure to discover a breach or default or take prompt action to require the cure of any breach or default shall not result in an equitable estoppel, but CITY may, at all times, require the cure of any breach or default regardless of when discovered.

31. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY.

Except as otherwise provided in this section, all improvements constructed on the Site by LESSEE or by LESSEE'S contractors and/or subcontractors at any time during the Term, including any tower structure, equipment shelters, conduit, and fence (hereinafter referred to in this section as "LESSEE'S Improvements"), as well as all Communications Equipment, machines, and appliances brought to the Site by LESSEE or LESSEE'S contractors and/or subcontractors at any time during the Term (hereinafter referred to as "LESSEE'S Personal Property") shall be the property of LESSEE during the Term (hereinafter referred to as "LESSEE'S Property").

- 31.1 At the expiration or earlier termination of this Lease, and at CITY'S option, any and all of LESSEE'S Improvements shall be deemed to be part of the Site and shall become CITY'S property free of all liens and claims, except as otherwise provided in this Lease. As applicable, LESSEE shall present CITY with a bill of sale transferring ownership of LESSEE'S Improvements to the CITY; provided however, that such bill of sale shall transfer ownership to CITY without any representation or warranty from LESSEE regarding the condition of LESSEE'S Improvements or their fitness for any particular purpose.

- 31.1.1 If CITY elects not to assume ownership of any of LESSEE'S Improvements, CITY shall notify LESSEE at least one hundred eighty (180) calendar days prior to the expiration of this Lease, or immediately upon earlier termination of this Lease, and LESSEE shall remove all such LESSEE'S Improvements as directed by CITY, all at LESSEE'S sole cost and expense. If LESSEE fails to remove any of LESSEE'S Improvements as directed, CITY may cause their removal, and LESSEE shall reimburse CITY on demand for the full cost thereof.
- 31.2 On or before the expiration of this Lease, or as CITY may direct upon earlier termination of this Lease, LESSEE shall remove from the Site LESSEE'S Personal Property.
 - 31.2.1 If LESSEE desires to dispose of any of LESSEE'S Personal Property used in the operation of its wireless communication facilities on the Site, CITY shall have the first right to acquire or purchase such property.
- 31.3 LESSEE shall repair, at its sole cost and expense, all damage to the Premises or Site resulting from the removal of LESSEE'S Property from the Premises by LESSEE or LESSEE's contractors and/or subcontractors.
 - 31.3.1 If the removal of LESSEE'S Property by LESSEE or LESSEE'S contractors and/or subcontractors or by CITY takes place after expiration of this Lease, or beyond CITY'S direction upon earlier termination of this Lease, LESSEE shall pay rent to CITY at the rate in effect immediately prior to the expiration or earlier termination of this Lease, until all of LESSEE'S Property has been removed from the Site.

32. NOTICES.

Any notice required or permitted to be given under this Lease shall be in writing and may be served personally, sent by United States mail, postage prepaid, or sent by reliable overnight courier, addressed to the Parties as follows, or to any mortgagee, trustee, or beneficiary, as applicable, at the appropriate address designated, in writing, by the respective party:

If to LESSEE:

State of California, Department of General Services
Attn: Lease Management D.(5956-001)
707 Third Street, Fifth Floor
West Sacramento, CA 95605
Phone: (916) 375-4172

California Highway Patrol
Telecommunications Section – Leasing
601 North 7th Street – Building C
Sacramento, CA 95811
Phone: (916) 843-4200

If to CITY:

City of San Diego
Real Estate Assets Department
Attention: Real Estate Assets Director
1200 Third Avenue, Suite 1700, MS 51A
San Diego, CA 92101-4155

- 32.1 Address Changes. Any party entitled or required to receive notice under this Lease may, by like notice, designate a different address to which notices shall be sent.
- 32.2 When Effective. Notice shall be effective upon personal service, or five (5) calendar days after deposit in the U. S. mail.

33. MISCELLANEOUS PROVISIONS.

- 33.1 Governing Law. This Lease shall be governed, construed, and enforced in accordance with the laws of the State of California. Any lawsuit to enforce this Lease shall be filed in the Superior Court of California, County of San Diego, Central Division.
- 33.2 Entire Understanding. This Lease contains the entire understanding of the Parties. CITY and LESSEE agree that there is no other written or oral understanding between them with respect to LESSEE'S Operations. Each party has relied on its own examination of the Site, advice from its own attorneys, and the warranties, representations, and covenants of the Lease itself. Each party to this Lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Lease. The failure or refusal of any party to read this Lease or other documents, inspect the Site, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such actions.
- 33.3 Supersedure. As of the Effective Date, this Lease shall supersede and annul all prior leases, right-of-entry permits, or other agreements concerning LESSEE'S Operations, by and between CITY and LESSEE, and each such agreement shall be void and of no effect, except as to any rentals and fees that may have accrued or any rights and remedies accrued or granted to CITY under those agreements.
- 33.4 Partial Invalidity. If any term, covenant, condition, or provision of this Lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- 33.5 Time of the Essence. Time is of the essence for each and every term, covenant, and condition of this Lease.

- 33.6 Standard of Conduct. LESSEE and its employees shall, at all times, conduct themselves and LESSEE'S Operations on the Site in a creditable manner and in accordance with industry standards.
- 33.7 Joint and Several Liability. If LESSEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of LESSEE under this Lease.
- 33.8 Unavoidable Delay. If the performance of any act required of CITY or LESSEE under this Lease is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of nature, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, that party shall be excused from performing that act for a period equal to the period of the prevention or delay. This provision shall not apply to LESSEE'S obligation to pay rent. If CITY or LESSEE claims the existence of such a delay, the party claiming the delay shall notify the other party, in writing, of the fact within ten (10) calendar days after the beginning of any such claimed delay.
- 33.9 CITY'S Consent or Approval. Whenever required under this Lease, CITY'S consent or approval shall mean the written consent or approval of CITY'S Mayor or his designee, unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made at the Mayor's discretion, unless otherwise expressly provided.
- 33.10 Consent by Either Party. Except as otherwise expressly provided in this Lease, consent to be given by either party may not be unreasonably withheld or delayed.
- 33.11 Lease Modifications. This Lease shall not be modified, altered, or amended unless the modification, alteration, or amendment is in writing and signed by the Parties and approved by the City Attorney.
- 33.12 Cost Recovery. CITY collects various fees to offset the administrative costs incurred for CITY staff services. CITY shall process each of LESSEE'S service requests upon receipt of LESSEE'S payment of the applicable fee. The fee schedule, which is on file at the Office of the City Clerk, may be updated from time to time in CITY'S sole discretion.
- 33.13 Survival. Any obligation under this Lease that requires a party's performance of that obligation after the expiration or earlier termination of this Lease shall survive such expiration or termination.
- 33.14 California Public Records Act. CITY shall determine in its sole discretion, whether information provided to CITY by LESSEE pursuant to this Lease is or is not a public record subject to disclosure under the California Public records Act (CPRA). LESSEE shall hold CITY, its elected officials, officers and employees harmless for CITY'S disclosure of any such information in response to a request for information under the CPRA.

- 33.15 Accessibility Assessment. In accordance with California Civil Code section 1938, CITY hereby states that neither the Site nor the Premises have been inspected by a Certified Access Specialist (CASp).
- Further, pursuant to California Civil Code section 1938(e), CITY is required to state: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
- 33.16 Headings and Captions. The section headings and captions used in this Lease shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Lease. If the page numbers and/or section numbers in this Lease are not in consecutive order, the lack of consecutive numbering shall have no effect on the enforceability of this Lease.
- 33.17 Number and Gender. In this Lease, words in the singular number shall include the plural, and *vice versa*, as appropriate to the context. Words of either gender shall include the other gender.
- 33.18 Authority to Execute and Deliver Lease. Each individual executing this Lease on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this Lease on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Lease is binding upon such person or entity in accordance with its terms. Each person executing this Lease on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid, and such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association, in good standing in its home state, and that such entity is qualified to do business in the State of California.
- 33.19 Counterparts. This Lease may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 33.20 Exhibits Incorporated. All exhibits referenced in this Lease are incorporated into the Lease by this reference.

IN WITNESS WHEREOF, this Lease is executed by CITY and LESSEE, to be effective as of the Effective Date.

Date: 4/22/19

LESSOR: THE CITY OF SAN DIEGO,
a California municipal corporation

By: [Signature]
Name: Cybele L. Thompson, Director
Real Estate Assets Department

Date: 10/22/18

LESSEE: STATE OF CALIFORNIA,
DEPARTMENT OF GENERAL SERVICES

By: [Signature]
Name: TONY PSIHOPAIDAS
Title: Assistant Chief

Date: 10/22/18

RECOMMENDED FOR APPROVAL:
State Owned Leasing and Development

By: [Signature]
Name: CAROL LEIDY
Title: Associate Real Estate Officer

Date: 10/18/18

CONSENT:
CALIFORNIA HIGHWAY PATROL

By: [Signature]
Name: PATTY SLINEY
Title: Assistant Chief, Administrative Services

Environmental Analysis Section Environmental Clearance:
Categorical exempt from CEQA pursuant to CEQA State Guidelines Section 15301 (Existing Facilities).

Date: 5/13/19

By: [Signature]
Name: HEIDI VONBOM
Title: Program Manager

APPROVED AS TO FORM:

Date: 4/23/19

MARA W. ELLIOTT, City Attorney

By: [Signature]
Name: Melissa Ables
Deputy City Attorney

Exhibit A: "Property"

1057 ½ Catalina Boulevard
San Diego, CA 92107

APN 531-110-10 (POR)

Exhibit B

Site Plan



Exhibit C

Memorandum of Lease Form

Recording Requested By and
When Recorded Return To:

APN#
Site #

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is effective as of _____, 20____ (the Effective Date”).

1. THE CITY OF SAN DIEGO, a California municipal corporation (“CITY”), with an office at 1200 Third Avenue, M.S. 51A, San Diego, CA 92101-4155, and _____, entered into that certain CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE (“Lease”) dated _____, 2018, for the purpose of installing, operating, and maintaining a wireless communication facility and other improvements as set forth in the Lease.
2. The term of the Lease is Ten (10) years and commenced on _____, 2018.
3. The land which is the subject of the Lease is described in attached Exhibit “A.” The portion of the land being leased to LESSEE is set forth in the Lease.

IN WITNESS WHEREOF, this Memorandum of Lease is executed to be effective as of the Effective Date:

CITY:

LESSEE:

THE CITY OF SAN DIEGO, a
California Municipal Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY:
JAN I. GOLDSMITH, CITY ATTORNEY

By: _____

Name: _____

Title: _____

Exhibit D**Interference Protection Requirements**

- a. Interference. Prior to the Effective Date or at any time during the Term of this Lease, LESSEE may be required to provide an intermodulation report ("Report") to CITY. This Report shall include the calculation parameters used to compile the Report, all intermodulation "hits," a brief description of the results of the intermodulation calculations; a list of possible interference situations that may result from the proposed Communications Equipment; transmission frequencies that are currently being operated at the Site, and similar or other relevant data from other permittees/lessees/users operating on-site. The information required to compile the Report, including intermodulation parameters and currently known transmission frequencies at the Site may be obtained from CITY'S General Services Department, Communications Division. CITY is not responsible for any omitted data provided for the purpose of creating the Report. The Report shall be provided to CITY'S General Services Department, Communications Division ("GSDCD"), Attention: Senior Communications Engineer.
- b. City of San Diego Land Radio/Electronic Use "ON THE AIR" Test Instructions and Procedures. For the purpose of confirming interference situations calculated by the Report and for the discovery of any other actual interference situations, on-premises, pre-installation or pre-use tests may be required. The tests will determine whether or not radio frequency interference or degraded performance will result to any existing authorized radio/electronic type uses at the Site.

Pre-installation or pre-use Testing

- (1) LESSEE shall notify all permittees/lessees/users at the Site of the tests and details of the tests, at least fourteen (14) calendar days in advance of the test. A listing of all permittees/lessees/users operating at the Site may be obtained from CITY and used to compile a notification list.
 - (a) The notification shall be in the form of a letter to each listed permittee/lessee/user giving a technical data summary of the test and shall specify the date and hour the test will start. The letter of notification shall request the permittees/lessees/users to have a qualified representative present for the test to observe for possible interference problems and with authority to sign an interference or noninterference certification on behalf of the permittee/lessee/user. Technical Data Summary and Test Results Certification sheets are included below.
 - (b) A copy of these instructions, "City of San Diego Radio/Electronic Land Use On-The-Air Test Instructions and Procedures" shall be attached to each notification and it shall be noted in the notification letter.
 - (c) Notification to permittees/lessees/users shall be sent via U.S. Mail, pre-paid First-Class postage, certified return receipt requested or hand delivered.

- (d) The notification letter to the GSDCD Senior Communications Engineer shall include a list of all permittees/lessees/users notified.
- (2) Following the completion of the tests, LESSEE shall provide a letter to the GSDCD Senior Communications Engineer stating the test results obtained from each permittee/lessee/user participating in the test and a list of those permittees/lessees/users who did not respond.
- (3) If a notified permittee/lessee/user fails to send a qualified representative to observe and participate in the tests, it will be assumed by CITY that the permittee/lessee/user has assured itself that their operations will not be affected.
- (4) It shall be the responsibility of LESSEE to make complete arrangements and conduct all tests in accordance with applicable Federal/FCC Rules and Regulations.

c. On-The-Air Tests - Technical Details

Pre-installation or pre-use on-the-air tests shall be conducted by the LESSEE under the following technical conditions:

- (1) The LESSEE'S transmitting and/or receiving equipment shall be of the type planned for final use at the Site.
 - (a) The transmitted RF power shall be the maximum to be used and authorized at the Site.
 - (b) On-the-air transmitter tests shall include the use of full allowable modulation.
 - (c) Antenna height(s), location(s) and type(s) shall be the same or comparable to the final installation plan.
- (2) Tests shall include on-the-air operation of all participating transmitter(s) and receiver(s) in all possible combinations with the LESSEE'S electronic equipment.
- (3) All tests shall include testing with all frequencies planned for use by the LESSEE at the Site.

d. Radio Frequency Interference to City Radio Equipment

The radio equipment use proposed by LESSEE shall not directly or indirectly result in degraded technical performance of the CITY'S existing radio equipment installed at the Site or used in the general area. Resulting degraded technical performance in this instance will include, but is not limited to:

- (1) Detectable or measurable received intermodulation;

- (2) Audio distortion or noise; and
- (3) Receiver desensitization in excess of 3.0 dB with respect to 12dB SINAD test.

e. Modifications to Equipment

LESSEE shall notify CITY prior to modifications to transmitting equipment that will change effective radiated power, transmitter frequency, transmitter modulation, or transmitter spurious and harmonic emissions. These modifications may require retest using this "ON THE AIR" testing procedure and the newly proposed equipment.

f. Resulting Interference

Should an interference problem occur at the Site or in the nearby surrounding area as a result of LESSEE'S newly installed, retuned, or modified Communications Equipment, LESSEE shall initiate mutually agreeable actions among the affected parties to mitigate or resolve the interference problem. CITY may recognize the right of prior authorized permittees/lessees/users and withhold consent or disallow use of a new, retuned, or modified installation pending settlement of the interference problems between LESSEE and other authorized users. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by LESSEE as a result of CITY withholding consent and LESSEE waives any claim for expense or loss which LESSEE might incur as a result of CITY withholding consent.

TECHNICAL DATA SUMMARY

One form to be completed per transmitter and supplied to all permittees/lessees/users operating at the facility.

DATE _____

LOCATION _____

APPLICANT _____

CALL SIGN _____ CONTACT NAME _____

PHONE _____

TRANSMITTER**RECEIVER**

Manufacturer _____ Manufacturer _____

Model _____ Model _____

Emission _____

Radiated ERP _____ Watts

Transmit Frequency _____

Receiver Frequency _____

CTCSS or DCS _____

1. _____

1. _____

1. _____

2. _____

2. _____

2. _____

3. _____

3. _____

3. _____

4. _____

4. _____

4. _____

ANTENNA**TRANSMIT CAVITY
FILTER ISOLATOR**

Make _____

Make _____

Make _____

Model/Type _____

Gain _____ dBd

Azimuth _____

REMARKS:

TEST RESULTS CERTIFICATION

Top section is to be completed and supplied to all permittees/lessees/users operating at the Site. Bottom section is to be completed by each existing Site permittee/lessee/user after testing is finished.

SUBJECT: "ON THE AIR" interference testing

SITE LOCATION _____

FREQUENCY _____

DATE OF TEST _____

TIME OF TEST _____

PROPOSED TRANSMITTER OWNED BY _____

TEST PERFORMED BY _____

Permittee/Lessee/User:

"On-the-air" interference testing has been completed at the above stated Site location. A qualified representative was present for the test to observe for possible interference problems.

With regard to the above test, this is to certify that objectionable radio frequency interference did ☐ did not ☐ result during this test.

Details of interference: (if applicable)

Proposed technical resolution: (if applicable)

(Tenant)

(Tenant's Representative)

(Date)

Exhibit E

Installation Standards

- a. All waveguide and coaxial cable runs shall be installed and supported on the tower, cable ladder, and ice bridges using equivalent hardware and methods to those currently used on site.
- b. All waveguide and coaxial cable shall be installed in a neat manner with sweeping bends and straight runs on the tower cable ladder and ice bridges.
- c. Three (3) ground kits shall be installed as follows: Near the antenna, where the coax transitions to horizontal at the junction between the cable ladder and ice bridge, and where the cable enters the building. Grounds shall be installed to shunt any lightning directly to earth ground.
- d. All antenna mounts and hardware utilized on towers and structures shall be hot-dip galvanized or stainless steel and of standard manufacture.
- e. All drawings submitted for installation approval shall clearly show the following items:
 - (1) A plot plan of the site to include the building and tower location with the proposed equipment shown in its proposed location.
 - (2) A tower drawing clearly showing the location of the proposed antenna and the routing of the waveguide or coax cable specifying grounding locations.
 - (3) If equipment is to be located inside the building, a drawing shall be provided showing the rack location of the equipment, an elevation drawing of the rack, and a plot plan of the equipment installed in the rack.
 - (4) A list of all equipment to be installed shall be provided. This list shall include the type and manufacturer of equipment, RF frequency, RF power, modulation type, RF filtering, antenna type, antenna model, antenna gain and azimuth, waveguide and/or coax cable length and AC power requirement including any HVAC.
- f. All transmitters shall have necessary protection to eliminate any RF degradation of the receive signal to any other user on the site, such as filtering and isolators.
- g. To minimize the number of antennas and waveguide or coax cables to be mounted on the tower, transmitter combining will be required whenever possible.
- h. All cabinets and racks shall be grounded to the site grounding system.
- i. Should CITY determine that a tower loading analysis is required, the requesting user shall have the tower analysis done at its expense and provide CITY with information on how the additional load to the tower will affect tower structural integrity.

- j. Tower Climbing: All tower climbing shall be done in compliance with all CAL-OSHA requirements.
- k. RF Radiation: Hazardous RF radiation levels may be encountered when climbing on existing antenna structures. Refer to FCC OET Bulletin 65. When it is necessary to climb on the antenna structure for installation or maintenance, contact the CITY'S General Services Department, Communications Division ("GSDCD") Fixed Maintenance Supervisor at (619) 525-8650 for shutdown scheduling and procedures. Any equipment installed on the Site may at times require shutdown to allow maintenance personnel to access the antenna structure.
- l. Lessees shall provide CITY with shutdown procedures and 24-hour contact names and telephone numbers. In addition, should changes be made to the contact names and telephone numbers, the CITY shall be notified at least ten (10) calendar days before the change.
- m. Access: For access to the site, contact the GSDCD Fixed Maintenance Supervisor at (619) 525-8650. Keys will be issued as required. **DO NOT DUPLICATE KEYS.**
- n. Security: All sites are alarmed with silent alarms and monitored twenty-four (24) hours per day by the Public Service Dispatch Center. When entering or leaving a building, call (619) 527-7660 or use the order wire dial #13 and identify yourself. Police respond to all unanswered alarms.
- o. Cleanup: All trash and debris shall be removed from the site at the end of each work day and upon completion of the project.
- p. A detailed construction schedule shall be provided to GSDCD prior to any installation work.

Exhibit F

Emergency Maintenance Procedures

If LESSEE discovers that any of the Communications Equipment is damaged, LESSEE shall immediately notify **CITY'S Station 38 at (619) 527-7660**.

If CITY discovers that any of the Communications Equipment is damaged, CITY shall immediately notify **LESSEE'S Network Operation Call Center at 916-657-9999**.

CITY may require any replacement Communications Equipment to be relocated, as provided for in this Lease.

If LESSEE'S Communications Equipment causes any interference to CITY'S telecommunications equipment and/or system, CITY may require such Communications Equipment to be removed permanently and replaced at another location, as provided for in this Lease.

LESSEE shall not unreasonably interfere with pedestrian or vehicle traffic while installing or maintaining its Communications Equipment.

If a party changes its emergency contact telephone information, that party shall immediately notify the other party of the new contact information at the telephone number provided above, and, within ten (10) calendar days, provide the other party with written notice of the new contact information, in accordance with this Lease.

Exhibit G
Maintenance Standards – Effective July 1, 2012

Park Maintenance Task	Standard of Care (90% of Time)
1. Maintain Turf	
a. Mowing	Weekly
b. Edging	Weekly
c. Sweeping	Weekly (Flexible)
d. Fertilization	None
e. Aerification	Six Times Annually
f. Renovation/Restoration	As-Needed
2. Pick-up Trash	Pick up trash daily by 10:00 a.m., plus additional pick-ups in high-use areas or during special events.
3. Maintain Planters/Shrub and Flower Beds/Groundcover	
a. Edging	Weekly
b. Mulching, Replacing Plants, Hedging	Semi-Annually
c. Pruning	As-Needed
4. Maintain Trees and Park Forest System	Respond to safety hazards within two working days. Respond to non-safety related issues within 20 working days.
a. Fertilizing	Semi-Annually
b. Planting, Trimming, Pruning, Skirting, Removing	As-Needed
5. Maintain Hardscape – Sweeping	Weekly
6. Control Pests	
a. Landscape Plant Pests	For landscape pests, respond within 14 working days of service request received by Citywide Pesticide Crew
b. Animal Pests	As Needed
7. Remove Graffiti	Removal within 2 working days
8. Repair Irrigation	Fix within 7 working days of service request received by Citywide Irrigation Crew
9. Conduct Playground Inspection and Repair	Inspect all play equipment daily in the morning
a. Identify safety hazards	Lock off hazardous play equipment upon identification of hazard
b. Respond to safety hazards – emergency	Respond immediately
c. Respond to potential safety hazards – non-emergency	Respond to potential safety hazards within two days.

d. Respond to non-safety related issues	Respond to non-safety related issues within 14 working days.
10. Maintain Ballfields and Infields	As-Needed
11. Provide Indoor and Outdoor Activity Support	As-Needed
12. Perform Routine Preventative Equipment and Tool Maintenance	Weekly
13. Repair Small/Minor Equipment	Fix within 14 working days of service request received by Citywide Maintenance Repair Facility Mechanics
14. Install, Inspect, Clean and Repair Site Furnishings	Daily
15. Perform Custodial/Maintenance Activities	Daily
16. Clean Outdoor Restrooms	
a. Balboa Park	Clean all outdoor restrooms by 10:00 a.m.
b. Community/Neighborhood Parks	Clean all outdoor restrooms by 10:00 a.m.
c. Mission Bay Park	Clean all outdoor restrooms by 10:00 a.m.
d. Pools	Clean restrooms and locker rooms twice a day, once before opening and again during the day
17. Conduct Site Safety Checks	Daily
18. Respond in the Event of an Emergency	As-Needed
19. Serve our Customers	As-Needed
20. Train Staff	As mandated by regulatory agencies
21. Perform Weed Abatement	As Needed
22. Maintain Aquatic Features (fountains and pools)	
a. Fountains	Test fountains daily to ensure water quality meets County Department of Health standards
b. Pools	Test pools hourly during operational hours to ensure water quality meets County Department of Health standards

The proposed Urban Runoff Management Plan would require additional maintenance activities, such as: Storm drain inspection:

- o Inspect the storm drain system before and after rainy season - January 31 and September 30
- o Ensure Special Event permittee has left the area clean and there was no evidence of any pollutant discharge for each

special event (75 people or more) staff supervisor must sign off on permit regarding the inspection

Storm drains (catch basins) must be inspected and cleaned at least twice annually if needed

Parking lots must be swept to pollutant free at least once annually (or by each inspection date if needed)

Storm water general refresher training (sponsored by Storm Water Division) and activity-specific training (tailgates by Department supervisors) is required annually Storm water will conduct random e-tests to measure general knowledge of staff

All permittees and contractors will be issued General Development Plans (maps of the areas they are permitting/working) with storm drains indicated, as well as the relevant Department BMP's and good housekeeping procedures

The Department has a 90% threshold for each of these maintenance standards due to issues such as inclement weather, staff shortages, and emergencies.

RESOLUTION NUMBER R- 312297

DATE OF FINAL PASSAGE APR 15 2019

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE MAYOR OR HIS
DESIGNEE TO EXECUTE A 10-YEAR
TELECOMMUNICATIONS LEASE BETWEEN THE CITY
OF SAN DIEGO AND THE STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES FOR THE
CALIFORNIA HIGHWAY PATROL FOR A PORTION OF THE
PROPERTY LOCATED AT 1057 ½ CATALINA BOULEVARD,
SAN DIEGO, CALIFORNIA.

WHEREAS, the City of San Diego (City) owns that certain real property located at
1057½ Catalina Boulevard, San Diego, California, 92107 (Property), a 324-square foot portion
of which was originally leased to the California Department of Transportation (DOT) for
communications facilities in 1957; and

WHEREAS, in 2005, the California Highway Patrol (CHP) was assigned the DOT's
interest in the lease and in 2007, the City and the CHP through the California Department of
General Services entered into a new lease for the Property, which has continued on holdover
since expiring on July 31, 2017; and

WHEREAS, the CHP has a continued need to use the Property for communications
facilities and is not in default of their current lease, and has been an excellent lessee with respect
to compliance with the terms of the existing lease, including making rent payments promptly;
and

WHEREAS, CHP has requested a new lease with a term of (10) years; and

WHEREAS, the market value of the Property subject to this Lease was determined by a
City staff appraiser to be \$240,000; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor, or his designee, is authorized and directed to execute that certain City of San Diego Telecommunications Lease by and between the City of San Diego, a California Municipal Corporation and State of California Department of General Services, more fully set forth in the Lease on file in the Office of the City Clerk as Document No. RR.312297.

APPROVED: MARA W. ELLIOTT, City Attorney

By Melissa Ables
Melissa Ables
Deputy City Attorney

MDA:nja
03/22/19
Or. Dept: READ
Doc. No.: 1964446

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of APR 09 2019.

ELIZABETH S. MALAND
City Clerk

By Wh...
Deputy City Clerk

Approved: 4/15/19
(date)

Kevin L. Faulconer
KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on APR 09 2019, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gómez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage APR 15 2019

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California.

By , Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 312297

Passed by the Council of The City of San Diego on April 9, 2019, by the following vote:

YEAS: **BRY, CAMPBELL, WARD, MONTGOMERY KERSEY, CATE, SHERMAN,**
MORENO, GOMEZ.

NAYS: **NONE.**

NOT PRESENT: **NONE.**

RECUSED: **NONE.**

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: **Matthew R. Hilario**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. **R-312297**, approved on **April 9, 2019**. The date of final passage
is **April 15, 2019**.

ELIZABETH S. MALAND

City Clerk of the City of San Diego, California

(Seal)

By: , Deputy



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

EXHIBIT B

M E M O R A N D U M

Date: November 17, 2017

To: Julie Horstman, Commander
Telecommunications Section
California Highway Patrol
601 North 7th Street
Sacramento, CA 95811
G-20

From: Cheryl D. Soto, Telecommunications Systems Manager I (Supervisor)
Public Safety Communications

Subject: Radio Vault Space Application (TD-311) Non-State User – New Lease
San Diego Trolley Inc. Metropolitan Transit Systems (SDTMTS)
Point Loma, San Diego County
CHP-TEL 001713

A technical analysis of the attached TD-311, Radio Vault Space Application for the San Diego Trolley Inc. Metropolitan Transit Systems (SDTMTS) has been completed. The SDTMTS is requesting to establish a new lease at the Point Loma radio site for their existing VHF Satellite Remote Receivers.

The SDTMTS receive only equipment is existing and has been in place for years. This location is also used for CHP Orange channel (receive only) site. Since there are no transmitters at this site potential for interference to other receivers due to the installation is minimal.

The SDTMTS will operate on the following frequencies:

<u>Transmit</u>	<u>Receive</u>
N/A	160.9350 MHz (existing)
	160.9050 MHz (existing)
	161.4150 MHz (existing)
	160.7550 MHz (existing)

The SDTMTS will continue to occupy one existing antenna position on antenna mount pipe and an existing cabinet. See attached Vault Layout Floor Plan drawing 437390-026.

The SDTMTS will continue to use commercial power only.

The Public Safety Communications Special Projects Unit finds no technical reason to deny this application. No potential interference to State radio systems has been identified for the equipment and conditions stated on the application.

Julie Horstman, Commander
November 17, 2017
Page 2

Based on information shown on the application, the Public Safety Communications technically approves this application. If at any time interference becomes a problem, it will be the responsibility of the SDTMTS to resolve.

Please contact Eric Dye, Senior Telecommunications Engineer at (916) 657-9766 if you have any questions.

Attachments

cc: Balbir Johl, Senior Telecommunications Engineer, CHP Unit
Theresa Campbell, Telecommunications Systems Analyst II, California Highway Patrol

STATE OF CALIFORNIA



PUBLIC SAFETY COMMUNICATIONS

RADIO VAULT SPACE APPLICATION

Non-State Users

TDe-311 (Rev. 09/2013)

GENERAL INFORMATION

The State of California operates telecommunications facilities at numerous mountaintop locations throughout the State. These facilities were developed for use by State agencies requiring radio communications.

Space at these facilities is made available to other than State of California users when it is surplus to the State's requirements. As the space is limited, State of California agencies are always given first priority. Non-state applicants will be considered in the following order:

1. Federal government agencies
2. Local government agencies
3. Public utilities
4. Private sector entities

In making space available, the State of California attempts to recover its operating, maintenance and management costs. Users are not guaranteed that State facilities will be accessible or operable at all times. Leases are generally issued for five-year periods; in some circumstances the lease period may vary. Leases will be considered for renewal at the end of their term, subject to the space requirements of the State of California.

When requesting vault, tower and/or ground space at a State-controlled site, a TDe-311, Radio Vault Space Application (Non-State Users) must be completed. All applications submitted must include the non-refundable administrative application fee and technical analysis fee. The non-refundable administrative application fee is **\$2500**. The non-refundable technical analysis fee is **\$1000**. Application and fees are to be sent to the State agency controlling the vault. (i.e. The California Department of Transportation, the California Highway Patrol or the Cal OES - Governor's Office of Emergency Services (OES).)

Contact the appropriate State agency for specific details regarding their vault rates and leasing process. If it is unknown which State agency controls a specific site, call (916) 657-9237.

NOTE: When applying for the California Department of Forestry and Fire Protection controlled site, use a CDF Radio Vault Space Application, Non-State Users, TDe-312.

The State must review, manage and engineer any proposed installations. Once a new, renewal or modification TDe-311 application has been received by a State agency and is reviewed administratively, it is forwarded to the Cal OES - Governor's Office of Emergency Services, Public Safety Communications (PSC) for technical analysis. A study will be performed to determine the impact of the application on the existing users at the site. Based on the study, the technical analysis will include specific recommendations to the controlling State agency. If serious technical difficulties are found, OES-PSC will recommend to the State agency to cancel the TDe-311 application. In cooperation with the applicant, the State will attempt to meet all users' operational requirements.

Any subsequent labor time or material costs required for site engineering, antenna or combining system upgrades, or technician labor will be borne by the applicant at the OES-PSC current rates. Applicants will be notified by the Department of General Services (DGS), Real Estate Service Division (RESA) of the amount due prior to occupancy of the vault. No further processing of the application will take place until a written approval of these expenses, as well as a commitment to pay, is received from the applicant by RESA. **NOTE:** Modification of site-master antenna or combining systems may NOT be done by a tenant. Such modifications must be designed by OES-PSC engineering and installed by OES-PSC-approved technician resources.

NOTE: The addition or deletion of any transmitting or receiving frequencies, antennas or equipment is considered a modification and requires the submitting of a TDe-311 application, the non-refundable administrative and technical analysis fees to the State agency. (Approval is required by the State agency prior to the proposed changes taking place in the facility.)

It shall be understood by all applicants that the State is NOT obligated to upgrade any facility to accommodate any lessee. Any improvement required prior to the entry shall be the sole financial responsibility of the lessee. The lessee shall be notified in writing of the upgrades required to accommodate their installation, and payment for these upgrades must be arranged prior to the installation of any such equipment. Any said improvements, including the installation or modification of site-master antenna, combining or power systems, shall remain the property of the State agency unless otherwise stipulated in the lease. **NOTE:** This excludes the actual radio transmitting and receiving equipment, as well as individual antennas installed for the sole use of the lessee and not part of a master-site arrangement.

The TDe-311/312 application consists of "Application" sheets and "Technical Data" sheets. Please complete, sign, and return the Application and Technical Data sheets to make a formal application. Please note for **New Applicants** that the information on the "Technical Data Sheets" shall reflect what the applicant desires to install at the facility. For **Existing Tenants**, that the information on the "Technical Data Sheets" shall reflect the tenants installed equipment and equipment changes (new installations, removals, etc.). Upon completion of engineering analysis of the application, the tenant's actual installation requirements may require some design changes to ensure the integrity of the State's telecommunications operational requirements. This required design criteria will be outlined in writing and incorporated as a condition of the lease agreement.

All requested information must be supplied to have this application processed. Failure to do so will result in the application being returned for resubmission, complete with an additional non-refundable application fee. Processing time will also be delayed accordingly.

Please attach separate sheets for any remarks or special comments required.

TECHNICAL REQUIREMENTS FOR STATE-CONTROLLED SITES

The following are the maximum radio frequency power outputs for radio equipment in State-controlled facilities:

RADIO SERVICE	FREQUENCY RANGE	MAXIMUM TRANSMITTER POWER OUTPUT TO ANTENNA
FM Broadcast	88-108 MHz	1000 watts
Television Broadcast	54-72 MHz, 76-88 MHz, 174-216 MHz, 470-698 MHz	500 watts
AM Broadcast	535-1705 kHz	10 watts
VHF Low Band	28-54 MHz	120 watts
VHF Mid Band	72-76 MHz	50 watts
VHF High Band and UHF	136-512 MHz	150 watts
700/800/900 Band	698-952 MHz	125 watts
Point to Point Microwave	952-960 MHz	20 watts
Point to Point Microwave	1700-2600 MHz	10 watts
Licensed wireless and mobile telephone	1805-2690 MHz	50 watts
Point to Point Microwave	2.6-40 GHz	3 watts

The following additional standards must be adhered to for any installation at a State-controlled site:

1. A copy of the FCC license or NTIA authorization, or an approved and completed "FCC ID tag", along with the name and phone number of the person responsible must be posted on each transmitter.
2. Control stations and "inverted pairs" on FCC-designated repeater channels will generally not be allowed at a site.
3. Only transmitters authorized by the FCC for that service, designed for use in a high-RF, multi-user environment will be allowed to be installed at a site. All equipment shall be installed and operated in accordance with the site lessor's authorization and approval.
4. Transmitters and receivers will be combined and/or multi-coupled to the maximum extent possible, consistent with the specific system performance requirements of the lessee. A one-time "site assessment" cost may be incurred.
5. All systems NOT connected to the lessor's combining network must be installed to comply with site standards, require lessor's prior engineering approval and meet the following minimum requirements:
 - a) Each transmitter shall have a protective isolator, harmonic filter and band-pass cavity (BPC) which meets the minimum attenuation levels listed in Table I. The isolator and harmonic filter shall precede the BPC in the transmit path;
 - b) Pass/Reject or notch-type duplexers must include a BPC meeting the requirements in Table I in the transmit leg prior to the duplexer input port;

- c) Additional filters, BPC's, isolators and other hardware may be required at the lessee's expense to correct site problems as a result of the lessee's installation;
- d) RF cabling between pieces of equipment within a rack shall be of double-shielded or solid outer conductor variety, such as RG-214, RG-142 or RG-400 cables. NOTE: In general, cabling supplied within a manufacturer's piece of equipment is sufficient to meet this requirement. In some circumstances, however, it may become necessary to modify the equipment to meet the special needs of the site;
- e) RF cabling between racks of equipment in a vault, including cables to and from combining equipment and antenna feed-through ports, shall be of the solid outer conductor variety. In general, all receive lines within the vault shall be 1/4" or 1/2" diameter, such as Andrew FSJ1-50B, FSJ4-50B or equivalent; all transmit lines within the vault shall be 1/2" diameter, such as Andrew FSJ4-50B or equivalent. All feedlines outside the vault, such as between the antenna pigtail and the lightning arrestor plate, shall be at least 1/2" diameter solid-shield cable equivalent to Andrews LDF4-50A HELIAX;
- f) RF connectors on transmit cables shall be Type "N" wherever possible unless the particular piece of manufacturer's equipment has another type of connector installed. RF connectors on receive cables MAY be Type "BNC", although Type "N" is highly recommended. Again, if the manufacturer's equipment has another type of connector installed, this type of connector is acceptable for that junction;
- g) Tiewraps designed for external use, such as the Panduit "76" series TEFZEL cable tie, or another insulated clamp or strap shall be used to secure transmission lines to towers and/or cable ladders. Rubber "donut"-type hangers such as those manufactured by Microfect are also acceptable to be used to secure transmission lines. **Metal clamps, "wraplock", "Band-It" ties, or similar metal strapping for attaching feedlines to a mounting structure is prohibited at State facilities.** If the facility has a wood-pole structure for mounting antennas, the use of utility pipe clamps or conduit clamps is permitted for fastening the feedline to the structure;
- h) State telecommunications facilities are generally designed to accommodate equipment housed in 7'6" tall open frame relay racks, such as the Chatsworth model 46050-505 rack. Racks shall be fastened to the floor with an approved anchor, and connected to an overhead cable tray via an approved method, such as via a length of Chatsworth 11450-001 framing channel and using "J-bolt" kits. A rack elevation diagram is attached to illustrate how equipment will be housed in the 7'6" rack. Complete/return this diagram with the application form;

- i) Most State telecommunications sites have extensive lightning and surge protection systems installed, including lightning arrestor mounting panels. All transmission lines must enter and exit the vault via one of these entry panels using the approved method outlined in the technical requirements of the lease document;
- j) All equipment installed in a State telecommunication site must be connected to the site's ground system. Generally, a ground pigtail will be supplied in the cable tray above the equipment rack. All connections to the ground system must be made via compression fittings or bolted joints. "Split-bolt" connectors are unacceptable as junctions;
- k) All antenna mounts shall be hot-dip-galvanized, and all mounting hardware shall be either hot-dip-galvanized or stainless-steel. Electro-galvanized or plated material for mounting of antennas is not permissible. The use of aluminum for mounting cross-arms or cross-over plates is allowed. At sites where wood pole structures are used, it is not permitted to drill holes through the poles to mount antennas or cross-arms. The only acceptable method of mounting an antenna to such a structure is via a "collar" that clamps around the entire circumference of the pole, sandwiching the pole inside. Such a collar must also be hot-dip-galvanized in construction and use galvanized or stainless-steel hardware.

TABLE ONE

FREQUENCY BAND	ISOLATOR REVERSE ISOLATION	BPC ATTENUATION AT FREQUENCY FROM CARRIER
28-54 MHz	15 dB	20 dB at \pm 600 kHz
72-76 MHz	25 dB	20 dB at \pm 600 kHz
136-174 MHz	25 dB	30 dB at \pm 2 MHz
406-512 MHz	25 dB	15 dB at \pm 2 MHz
698-960 MHz	25 dB	20 dB at \pm 10 MHz

This Page Intentional Left Blank

APPLICATION SHEETS

The Application Sheets are used to gather the appropriate administrative information to process the TDe-311. These sheets must be completed, signed and accompanied with the Technical Data Sheets.

Applicant: San Diego Trolley Inc. Metropolitan Transit Systems
 (organization name)
1255 Imperial Avenue Suite 1000
 (address)
San Diego Ca 92101
 (city, state, zip)
619.595.4907
 (telephone number)
brian.riley@sdmmts.com
 (email address)

In accordance with the attached Technical Data Sheet(s), application is hereby made to:

- ☒ Establish New Lease
- ☐ Modify Lease (describe specific changes):
 (attach additional sheet if more space is required)
- _____

- ☐ Renew lease with modification as stated:
 (attach additional sheet if more space is required)
- _____

- ☐ Renew lease (no changes, technical sheets must be completed)

- ☐ Lease _____ square feet

For vault space and related antenna space at 1057 1/2 Catalina Blvd. San Diego Ca 92107

_____ (site name)

Power requirements for operations of communications equipment are:

- ☐ Commercial and emergency power
- ☒ Commercial power only
- ☐ No power required.

NOTE: Some radio vault facilities provide commercial and emergency power to each rack space without exception, and the tenant will be charged accordingly.

Person responsible for lease negotiations and submission of this application:

Brian Riley

(name)

1255 Imperial Avenue Suite 1000

(address)

San Diego Ca. 92101

(city, state, zip)

619.595.4907

(telephone number)

brian.riley@sdmts.com

(email address)

Billing Information:

Applicant: **San Diego Trolley Metropolitan Transit Systems**

(name)

1255 Imperial Avenue

(address)

San Diego Ca 92101

(city, state, zip)

619.238.0100

(telephone number)

www.sdmts.com or brian.riley@sdmts.com

(email address)

It is understood that if any subsequent on-site testing is required, it will be charged to the lessee at the current rate determined by the State. In addition, any required engineering or technician labor charges or parts procurement expenses, plus a program management fee, will be re-billed to the lessee at the current rates being charged by the State. Prior to these charges being incurred, a written estimate and acceptance document will be forwarded to the applicant for review and signature.

Applicant:

Brian Riley

By:

San Diego Trolley Inc Metropolitan Transit Systems

Title:

Superintendent of Transportation

Date:

10/24/2017

Receipt of a non-refundable application fee in the amount of \$_____ is hereby acknowledged.

STATE OF CALIFORNIA

By: _____

Date: _____

NOTE: A fee will be required when this agreement is renewed for a new term or when changes are made to an existing agreement and the preparation of a new lease agreement is required.

TECHNICAL DATA SHEETS

Data submitted on the Technical Data Sheets is used by the PSC engineers to perform a study to determine the impact of the application on the existing users at the site. Please complete these sheets in its entirety and provide required information. Existing tenants must reflect the tenants installed equipment and equipment changes (new installations, removals, etc.).

Site Name: 1057 1/2 Catalina BlvdDate: July 20, 2017County: San Diego

The following technical data is submitted in conjunction with a request for vault space.

If this is a land lease application for Cellular, applicant must provide plot plans, construction drawings and a written description of proposed land use.

Person responsible for technical operation of this station (person who can provide technical details):

Christopher Baldwin / Day Wireless

(name)

8300 Juniper Creek Lane Building 100

(address)

San Diego, Ca 92126

(city, state, zip)

858.593.9332 or 858.537.0709 Ex222

(telephone number)

Date equipment desired to be in operation: _____

(It should be noted that, due to engineering priorities, this application may require up to one (1) full year to process.)

Equipment is to operate in the **IG** Radio Service.

FCC call sign of this installation: _____. (Include a copy of the FCC license)

Type of operation:

☐

Base Station

☐

Mobile Relay

☐

Microwave Station

☒

Other

Satellite Receivers (Voted)Additional rack space to be leased (in 1/3 rack increments): Existing Cabinet

(NOTE: Unless otherwise authorized, all electronic equipment is to be mounted in 7'6" aluminum open-frame relay racks and fastened to the site's earthquake bracing and cable ladder system. One rack occupies 2' by 2' of floor space.)

Additional space desired to mount cavities, duplexers, batteries, etc.:

☐

Wall Space

☐

Floor Space

_____ (HxWxD, inches)

☐

Rack Space

☐

Additional space not required

Space for battery facilities required, if any, including charger:

☐

Wall Space

☐

Floor Space

_____ (HxWxD, inches)

☐

Radio Rack

☐

Not required

Maximum power consumption: TRANSMIT: N/A Watts RECEIVE: 1000 Watts at

Voltage:

☒

110 Volts AC

☐

12 volts DC

☐

48 volts DC

☐

Other _____

EQUIPMENT DATA

New Tenant: Provide data for each piece of equipment to be installed in each vault space and identify as **New (N)**.

Existing Tenant: Provide data for each piece of equipment currently installed and identify as **Existing (E)**. If adding or removing equipment; identify the appropriate action **New (N)**, **Removing (R)**.

FREQUENCY INFORMATION: CELLULAR APPLICANTS MUST PROVIDE SPECIFIC CHANNELS TO BE USED (NOT THE BAND). IF SPECIFIC FREQUENCIES HAVE NOT BEEN PROVIDED THE APPLICATION WILL BE RETURNED.

Be sure to include a system block diagram on the page furnished for that purpose. Duplicate this page as required to show all equipment desired to be installed, both existing and proposed:

TRANSMITTER #1	Power output _____ W
Frequency(s) N/A	Existing (E) Removing (R) New (N)
Make and Model:	

RECEIVER #1	
Frequency(s) 160.9350MHZ	Existing (E) Removing (R) New (N)
Make and Model: Motorola MTR2000 RX Only	E

TRANSMITTER #2	Power output _____ W
Frequency(s) N/A	Existing (E) Removing (R) New (N)
Make and Model:	

RECEIVER #2	
Frequency(s) 160.9050MHZ	Existing (E) Removing (R) New (N)
Make and Model: Motorola MTR2000 RX Only	E

TRANSMITTER #3	Power output _____ W
Frequency(s) N/A	Existing (E) Removing (R) New (N)
Make and Model:	

RECEIVER #3	
Frequency(s) 161.4150MHZ	Existing (E) Removing (R) New (N)
Make and Model: Motorola MTR2000 RX Only	E

TRANSMITTER #4	Power output _____ W
Frequency(s) N/A	Existing (E) Removing (R) New (N)
Make and Model:	

RECEIVER #4	
Frequency(s) 160.7550MHZ	Existing (E) Removing (R) New (N)
Make and Model: Motorola MTR2000 RX Only	E

ANTENNA DATA

New Tenant: Provide data for each antenna to be installed at this vault facility and identify as **New (N)**.

Existing Tenant: Provide data for each antenna currently installed and identify as **Existing (E)**. If adding or removing an antenna; identify the appropriate action **New (N)**, **Removing (R)**.

Antenna number	Make and Model	Length or M/W dish size	Gain (dBd) (dBi for M/W)	Azimuth (relative to true north)	*Height desired (feet)	Existing (E) Removing (R) New (N)
1	Sinclair SV228HF25NM	VHF Corner Reflector	10dBd	+/- 90 degrees	20' AGL	E
2						
3						
4						
5						
6						
7						

* For VHF antennas, show desired height to base of antenna support. For microwave dishes, show desired height to center of radiating element.

AUXILIARY EQUIPMENT DATA

For each transmitter, receiver, or combination, supply the following:

Make and model of cavity(s), filter(s), isolator(s), duplexer(s), etc., desired to be installed at this site. Please indicate the desired location where these items are to be mounted in the vault. Be sure to include these elements on the system block diagram on the page provided for that purpose.

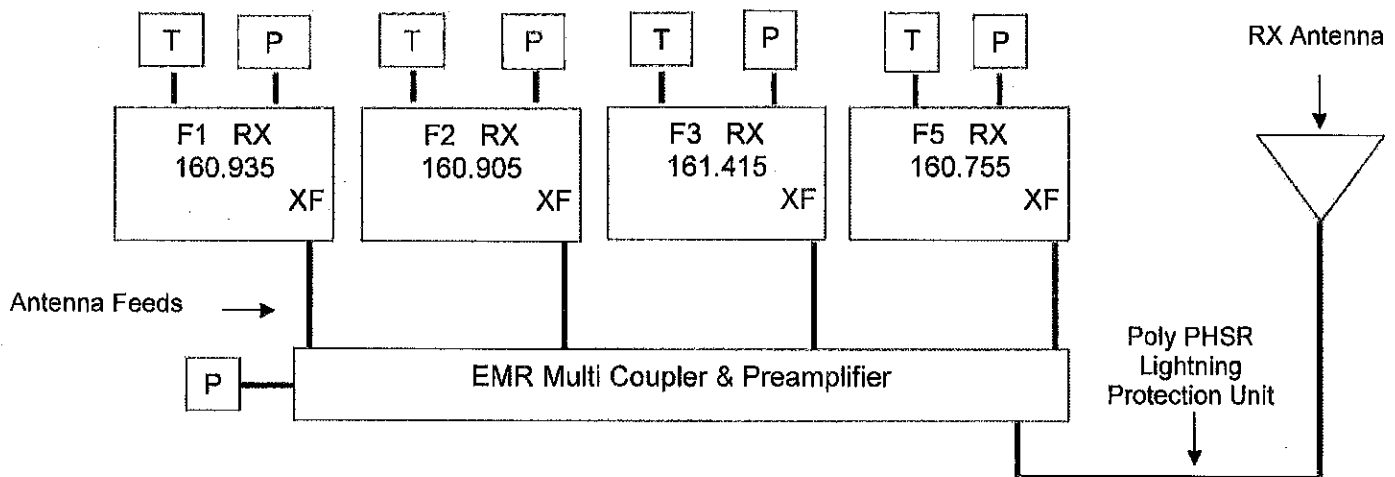
SYSTEM BLOCK DIAGRAM:

Please provide a block diagram of the proposed installation at this radio vault facility. Be sure to include all elements of the system, including transmitters, receivers, power sources, antennas, protective devices, telephone lines, multiplex circuits, etc. Use additional sheets if necessary. Refer to the attached example if desired. Please be sure to label the operating frequency of each piece of equipment in the system, as appropriate.



San Diego, Trolley, Inc.
1255 Imperial Avenue, Suite 900
San Diego, CA 92101-7492
619.595.4949 FAX 619.238.4182

SAN DIEGO TROLLEY INC. SYSTEM BLOCK DIAGRAM:



LEGEND:

- XF = Crystal Filter
- T = Telco
- P = Power

All RX to M/C Coax RG223

All M/C Coax LDF4-50A Heliax Type

Use the U.S. Census Bureau California County Total Population data to determine the geographical location category: **San Diego 3,001,072 due to size considered Prime Urban Category**

TELECOM GROUND/FACILITY LEASE

Telecommunications Pricing Guideline – Public/Non-Commercial and Commercial

TELECOM VAULT LEASE

FY 2016-2017 ANNUAL FEES Prime Urban \$8,287

Note: These are the Department of General Services telecommunication rate guidelines. Rates currently increase at a rate of 3.5% annually.

ANTENNAS

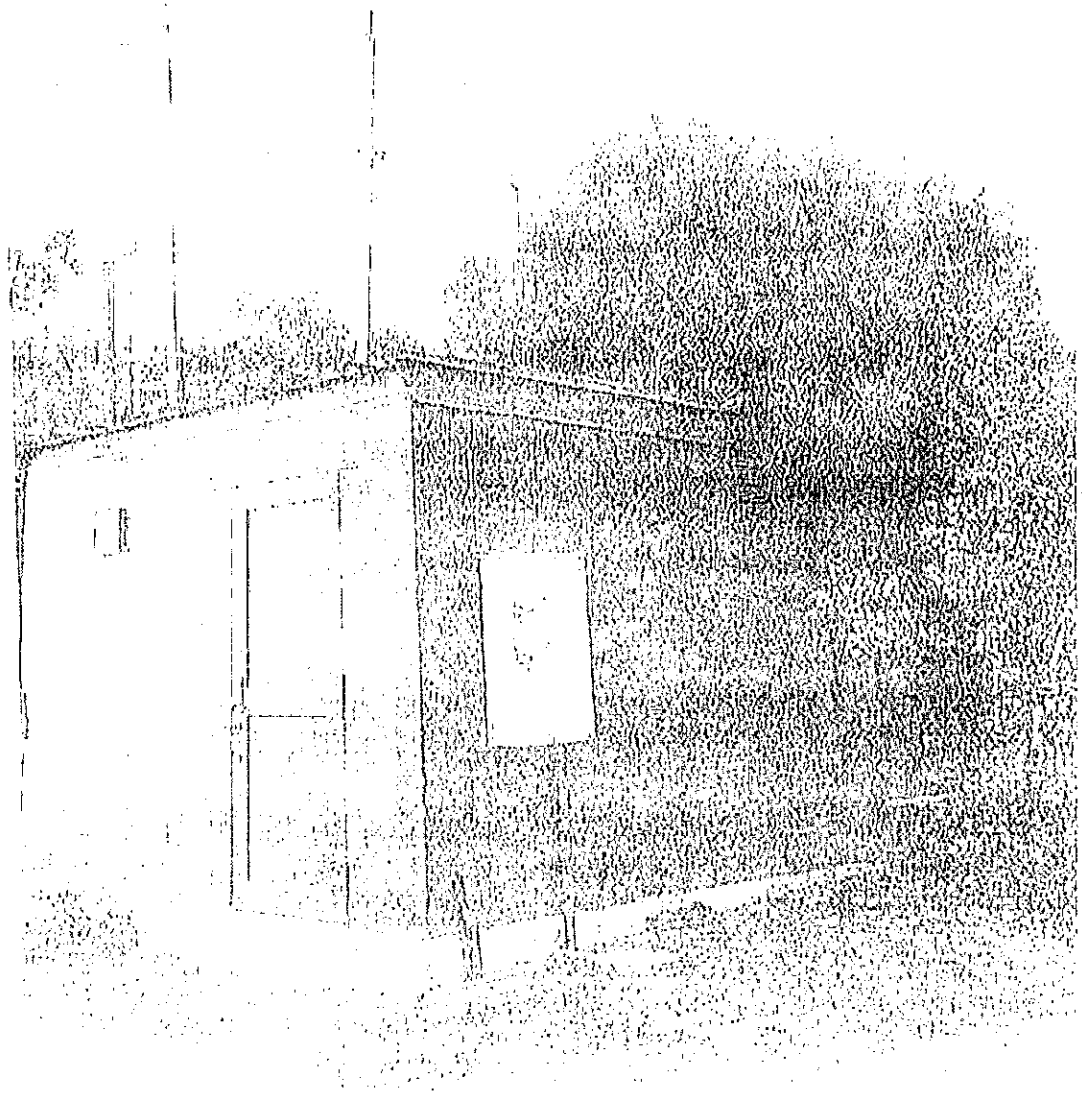
Exposed dipole antenna or panel antenna, YAGI \$1,023

8,287 Telecom Vault Lease

1,023 Antenna Annual Leases

9,310 Annul Lease Fees





Licensee Name: SAN DIEGO TROLLEY INC.

Call Sign: WRY938

File Number: 0006974420

Print Date: 10-15-2015

Antennas

Loc No.	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000161.56500000	FB2	1		11K2F3E	75.000	254.000	23.0	125.0	
2	1	000160.38000000	FB2	1		11K2F3E	75.000	254.000	23.0	550.0	
2	1	000161.56500000	FB2	1		11K2F3E	75.000	254.000	23.0	550.0	
2	1	000160.71000000	FB2	1		11K2F3E	75.000	254.000	23.0	550.0	06-14-2006
3	1	000160.53000000	FB	1		11K2F3E	75.000	254.000	12.0	28.0	
4	1	000160.53000000	MO	750		11K2F3E	75.000	75.000			
4	1	000160.75500000	MO	750		11K2F3E	75.000	75.000			
4	1	000160.90500000	MO	750		11K2F3E	75.000	75.000			
4	1	000160.93500000	MO	750		11K2F3E	75.000	75.000			
4	1	000161.29500000	MO	750		11K2F3E	75.000	75.000			
4	1	000161.41500000	MO	750		11K2F3E	75.000	75.000			

Control Points

Control Pt. No. 1

Address: 1255 IMPERIAL AVE

City: SAN DIEGO County: SAN DIEGO State: CA Telephone Number: (619)595-4906

Associated Call Signs

Waivers/Conditions:

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).



Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: SAN DIEGO TROLLEY INC.

ATTN: TOM TUPTA
SAN DIEGO TROLLEY INC.
1255 IMPERIAL AVENUE, SUITE 900
SAN DIEGO, CA 92101

Call Sign WRY938	File Number 0006974420
Radio Service IG - Industrial/Business Pool, Conventional	
Regulatory Status PMRS	
Frequency Coordination Number 20150929095357	

FCC Registration Number (FRN): 0013133822

Grant Date 09-24-2015	Effective Date 10-14-2015	Expiration Date 11-13-2025	Print Date 10-15-2015
--------------------------	------------------------------	-------------------------------	--------------------------

STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

- Loc. 1 Address: 201 CATALINA BLVD
City: SAN DIEGO County: SAN DIEGO State: CA
Lat (NAD83): 32-42-28.2 N Long (NAD83): 117-14-57.1 W ASR No.: 1014339 Ground Elev: 115.0
- Loc. 2 Address: SAN MIGUEL
City: SAN DIEGO County: SAN DIEGO State: CA
Lat (NAD83): 32-41-53.2 N Long (NAD83): 116-56-06.1 W ASR No.: N/A Ground Elev: 764.0
- Loc. 3 Address: 12 S 13TH ST
City: SAN DIEGO County: SAN DIEGO State: CA
Lat (NAD83): 32-42-32.2 N Long (NAD83): 117-09-10.1 W ASR No.: N/A Ground Elev: 3.0
- Loc. 4 Area of operation
Operating within a 40.0 km radius around fixed location 3

Antennas

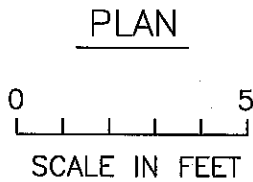
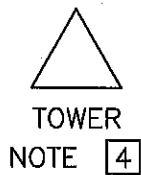
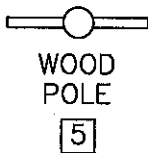
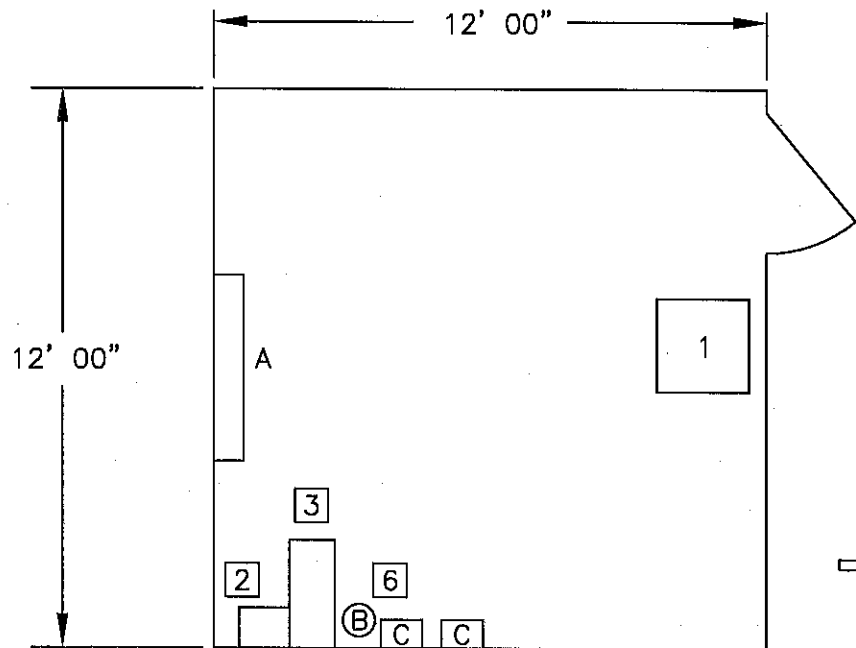
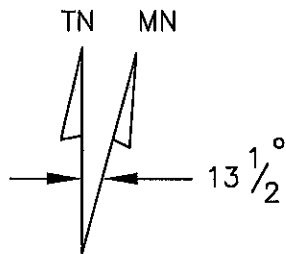
Loc No.	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000160.66500000	FB2	1		11K2F3E	75.000	254.000	23.0	125.0	
1	1	000160.71000000	FB2	1		11K2F3E	75.000	254.000	23.0	125.0	

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

FCC 601-LM
August 2007

B-437390-026



SCALE: 1/4" = 1'-00"

SPACE ASSIGNMENTS	
VAULT SPACE	AGENCY OCCUPANT
1	

LIST OF EQUIPMENT	
DESIG-NATION	DESCRIPTION
A	MDF
B	BP CAVITY
C	RTO BLOCKS

NOTES:

- * 1. DRAWING CHANGES REQUIRE VAULT MANAGER'S APPROVAL.
- 2. 160.935 MHz "TROLLEY CAR"
- 3. 160.775 MHz "TROLLEY CAR"
- 4. CHP KRECO ON TOP OF TOWER.
- 5. CROSS ARMS AT ABOUT 20'.
- 6. 160.655 MHz
- 7. ANTENNA MOUNT PIPE WITH 2 YAGI'S.

REV	DATE	BY	DESCRIPTION	APPD
F	12-8-06	DC	611003V009: REMOVE DOT LOW BAND STATION AND LOW BAND ANTENNA.	DD
E	2-14-98	DC	REDRAWN	TG
TABLE OF CHANGES				

POINT LOMA M.S. (DOT) *		OWNER AGENCY:	CAD FILE NUMBER:
VAULT LAYOUT FLOOR PLAN		ENG: AZ	UNIT: DOT
		DR: DC	DATE: 4-11-77
		SCALE: SHOWN	SHT: 1 OF: 1
		SIZE	DRAWING NUMBER
STATE OF CALIFORNIA - D.G.S. - TELECOMMUNICATIONS DIVISION 601 SEQUOIA PACIFIC BLVD, SACRAMENTO, CA 95814-0282		P B	437390-026
			REV F



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

October 15, 2020

SUBJECT:

SYCUAN CASINO GREEN LINE NAMING RIGHTS - CONTRACT AMENDMENT

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to amend the Sycuan Green Line Naming Rights agreement, MTS Doc. No. G2066.0-18 (in substantially the same format as Attachment A), modifying the term and the compensation owed to MTS.

Budget Impact

Potential revenue reduction of \$2,240,522.50 from 2021 through 2027 could be recouped by a new Green Line naming rights partner and/or other casino advertisers.

DISCUSSION:

On October 19, 2017 (AI 31), the MTS Board of Directors approved a 10-year Naming Rights Agreement with Sycuan Casino to name the MTS Green Line the "Sycuan Green Line." The agreement was executed on November 1, 2017 with an initial term of January 1, 2018 through December 31, 2027. A ten-year option to renew was also provided.

The Naming Rights Agreement requires yearly payments of \$600,000 in years one through five. Payments for years six through 10 have a 3% escalator, resulting in a total value for the initial ten-year term of \$6,281,045. To date, Sycuan has paid MTS \$1,800,000 for the first three years of the ten-year term, for the period covering January 1, 2017 through December 31, 2020. There is a balance of \$4,481,045 owed for the final seven years of the agreement.



As consideration for the Naming Rights revenue payments, MTS has provided Sycuan with excellent marketing opportunities, including the wrapping of six LRVs, branding at MTS Trolley stations, the ability to pick up passengers bound for the Sycuan Casino at four MTS Trolley Stations, and the inclusion of the Sycuan Green Line on all MTS signage, brochures, website, tickets and many other printed materials. These assets created almost 650 million annual impressions for Sycuan.

Since the Naming Rights Agreement was executed in 2017, COVID-19 has had a devastating impact on Sycuan's business. In September of this year, Sycuan Casino approached MTS to seek relief from the obligations of this long-term contract.

Staff reviewed Sycuan Casino's proposal and recommends that the Board authorize a modification of the Naming Rights Agreement as follows:

1. Modify the term to expire on December 31, 2022 (converting agreement to a 5-year term and eliminating Sycuan's extension rights); MTS shall have the right to terminate earlier, at its sole discretion
2. Remove the exclusivity clause for local casino advertising for the remaining term of the revised agreement
3. Replace the payment schedule with the following payments:
 - o \$1,700,000 to be paid by December 31, 2020
 - o \$540,522.50 to be paid by June 30, 2021

The revised payment schedule and term is shown below:

Year	Original Agmt	Modified Agmt	Status
2018	\$600,000.00	\$600,000.00	Paid
2019	\$600,000.00	\$600,000.00	Paid
2020	\$600,000.00	\$600,000.00	Paid
2021	\$600,000.00	\$2,240,542.50	
2022	\$600,000.00	paid in 2021	
2023	\$618,000.00		
2024	\$636,540.00		
2025	\$655,636.20		
2026	\$675,305.29		
2027	\$695,564.44		
TOTAL	\$6,281,045.93	\$4,040,542.50	
<i>Yearly Avg</i>	<i>\$628,104.59</i>	<i>\$808,108.50</i>	

In essence, as compensation for converting the term from a 10-year term to a 5-year term, Sycuan will make additional payments to MTS for the final 2 years in the amount of \$2,240,542.50. This will increase the average annual revenue paid by Sycuan from \$628,104.59 to \$808,108.50.

Although overall revenue from the agreement will be reduced by \$2,240,522.50, this amount could be recouped and exceeded by entering into an agreement with a new Green Line sponsor. The Superlative Group is MTS's naming rights consultant and they will add the Green Line to the assets it is actively marketing for naming rights agreements. This marketing process will begin as soon as possible. MTS may also generate additional advertising revenue during this time period from local casinos who were previously excluded from advertising with MTS.

Therefore, staff recommends that the Board of Directors authorize the CEO to amend the Sycuan Green Line Naming Rights agreement, MTS Doc. No. G2066.0-18, modifying the term and the compensation owed to MTS.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. Draft Amendment (MTS Doc. No. G2066.1-18)

1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Tel 619.231.1466 Fax 619.234.3407

Amendment 1

Effective Date: October 15, 2020

MTS Doc No. G2066.1-18

Green Line Trolley Naming and Sponsorship Agreement

Sycuan Casino
Robert Cinelli
General Manager
5469 Casino Way
El Cajon CA, 92019

This shall serve as Amendment No.1 to the original agreement G2066.0-18 as further described below.

SCOPE

Pursuant to Section 6 of the agreement, effective immediately, the San Diego Metropolitan Transit System (MTS) shall no longer hold Sycuan as the sole and exclusive naming rights sponsor for the Green Line. MTS shall be entitled to obtain additional naming rights sponsors during the remaining term of the agreement.

SCHEDULE

Contract G2066.0-18 will expire no later than December 31, 2022. MTS shall have the right to terminate the agreement earlier, at its sole discretion. No compensation or credit from MTS is required as a result of such early termination.

PAYMENT

The revenue payments for this contract are now established in the table below and specifically scheduled as follows:

- \$1.7 million to be paid by December 31, 2020
- \$540,522.50 to be paid by June 30, 2021

Year	Original Agmt	Modified Agmt	Status
2018	\$600,000.00	\$600,000.00	Paid
2019	\$600,000.00	\$600,000.00	Paid
2020	\$600,000.00	\$600,000.00	Paid
2021	\$600,000.00	\$2,240,542.50	
2022	\$600,000.00	paid in 2021	

2023	\$618,000.00		
2024	\$636,540.00		
2025	\$655,636.20		
2026	\$675,305.29		
2027	\$695,564.44		
TOTAL	\$6,281,045.93	\$4,040,542.50	

Please sign and return the copy marked *original* to the Contract Specialist at MTS. All other terms and conditions shall remain the same and in effect. Retain the other copies for your records.

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

John Dinius, General Manager
Sycuan Casino

Date: _____



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

Agenda Item No. 30

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 15, 2020

SUBJECT:

FISCAL YEAR 2020 FINAL BUDGET COMPARISON (GORDON MEYER)

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve the allocation of \$4.1M in FY 2020 excess net operating subsidy as follows: (a) allocate \$1.5M to Contingency Reserve balance to remain at 12.5% target; and (b) transfer \$2.6M to CIP to reflect Board's decision to accelerate Zero Emission Bus (ZEB) purchases in FY 2022.

Budget Development Committee Recommendation

At its meeting on October 9, 2020, the Budget Development Committee voted 4 to 0 (Board Members Fletcher, Moreno, Salas, and Sandke in favor, with Board Member Arambula absent) to recommend that the Board approve the staff recommendation.

Budget Impact

Final FY20 results show revenues exceeding expenses by \$4,159,000. After reserve related adjustments, there will be \$4,074,000 in excess revenues, which staff recommends be allocated between the contingency reserve and the Capital Improvement Program (CIP). Specifically, staff recommends the allocation of \$1,474,000 to the contingency reserve balance and \$2,600,000 to the CIP.

DISCUSSION:

This report summarizes the year-end operating results for fiscal year (FY) 2020 compared to the FY 2020 amended budget for MTS. The FY20 amended budget includes the projected impacts from the COVID-19 pandemic; therefore, variances are between actuals and the FY20 amended budget, inclusive of projected impacts from the pandemic. Attachment A-1 combines the operations', administrations' and other activities' results for FY 2020. Attachment A-2 details the FY 2020 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 FY 2020 results for MTS's other activities (For-Hire Vehicle Administration/San Diego and Arizona Eastern Railway Company). Attachment A-10 details subsidy revenue and other non-operating revenue and expenses. Attachment A-11 details MTS's contingency reserve balance. Attachment A-12 details the balances of all reserve accounts.

MTS OPERATING SUBSIDY RESULTS

As indicated within Attachment A-1, for the fiscal year ending June 2020, MTS's net-operating income favorable variance totaled \$13,504,000 (6.3%). The favorable budget results were primarily due to favorable experience in passenger revenue, other operating revenue, personnel, outside services, energy, general and administrative costs, and vehicle and facility leases; partially offset by unfavorable variances in materials and supplies and risk management costs. The amended budget includes the projected fiscal impacts of the COVID-19 pandemic within these categories, and most of the favorable variances were a result of the actual impact on operations in FY20 not being as severe as initially projected.

Non-operating net subsidy for FY20 was unfavorable to budget by \$9,345,000 (-4.4%), primarily due to utilizing less Federal Transit Administration (FTA) Coronavirus Aid, Relief, and Economic Security (CARES) Act funds than projected.

In total, revenues exceeded expenses by \$4,159,000 million for FY20.

MTS COMBINED RESULTS

Operating Revenues. Total combined operating revenues for FY20 were \$101,349,000 compared to the budget of \$95,029,000, representing a \$6,320,000 (6.7%) favorable variance. Year-to-date passenger revenue had a favorable variance of \$3,236,000 (4.2%). Other operating revenue was favorable by \$3,084,000 (16.5%), primarily due to lower than projected decreases in energy credit, interest, advertising, and rental revenues due to the pandemic. State energy credit revenues included the direct sale of 4,500 state energy credits for \$895,500. Rental income was favorable to budget primarily due to a large payment from the County for their share of the Mills building rent. The rent calculation changed as a result of the Mills building debt being paid off and the amended budget did not reflect the new rent calculation.

Operating Expenses. Total combined expenses for FY20 were \$302,199,000 compared to the budget of \$309,383,000 resulting in a \$7,184,000 (2.3%) favorable variance.

Personnel Costs. Personnel-related costs totaled \$139,338,000, compared to a budgetary figure of \$144,214,000, producing a favorable variance of \$4,876,000 (3.4%). This was primarily due to favorable COVID-19 related paid absences, Health and Welfare expenses, operator wages for Bus and Trolley, and cost recovery. Paid absences were favorable because the FY20 amended budget includes an additional \$2,900,000 in projected COVID-19 related paid absences, but COVID-19 related paid absences were paid for directly by the federal government as a pass through and thus did not result in additional expenses for MTS. Health and Welfare expenses were favorable due to a one-time accrual reversal in FY20 to adjust for over-accrued Riverstone health insurance claim expenses in FY19. Operator wages were favorable due to reduced service levels.

Outside Services and Purchased Transportation. Total outside services for the fiscal year totaled \$105,613,000 compared to a budget of \$108,630,000, resulting in a favorable variance of \$3,017,000 (2.8%). This was primarily due to favorable expenses within Administration, Purchased Transportation, and Engines and Transmissions costs. The favorable costs within Administration were a result of favorable Security, Information Technology (IT), Marketing, and Sales Tax Ballot Initiative expenses. Purchased Transportation costs were favorable due to reduced service levels in response to the pandemic.

Materials and Supplies. Total materials and supplies expenses were \$14,152,000, compared to a budgetary figure of \$13,904,000, resulting in an unfavorable variance of \$248,000 (-1.8%). This is primarily due to unfavorable revenue vehicle parts for light rail vehicles.

Energy. Total energy costs were \$29,748,000, compared to the budget of \$30,001,000 resulting in a favorable variance of \$253,000 (0.8%). This is primarily due to favorable diesel, CNG, and gasoline consumption as a result of reduced service levels; partially offset by unfavorable electricity expenses due to higher than projected rates.

Risk Management. Total expenses for risk management were \$7,608,000 compared to the budget of \$4,800,000, resulting in an unfavorable variance totaling \$2,808,000 (-58.5%). This is primarily due to a one-time settlement payout within Administration.

General and Administrative. Total general and administrative costs were \$4,501,000 for FY20, compared to a budget of \$6,584,000, resulting in a favorable variance of \$2,083,000 (31.6%). This was primarily due to favorable IT expenses, credit card fees, and fare system materials. The amended budget included an additional \$1,100,000 in additional budget for remote working capabilities in response to the pandemic; however, the IT department was able to deploy remote working capabilities while staying within the original budget, so none of the extra budget was utilized. Favorable credit card fees and fare system materials were a result of lower passenger volumes and customer transactions.

Vehicle and Facility Leases. The vehicle and facilities leases costs were \$1,239,000 compared to the budget of \$1,251,000, resulting in a \$12,000 (0.9%) favorable variance.

Subsidy Revenue and Other Non-Operating Revenue and Expenses

Attachment A-10 details subsidy revenue and other non-operating revenue and expenses. Subsidy and non-operating revenues for FY20 were \$205,009,000 compared to the fiscal year budget of \$214,353,000, representing an unfavorable variance of \$9,345,000 (-4.4%). The drivers of this favorable variance are detailed as follows:

- On March 27, 2020, the President signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which provided \$25 billion to the transit industry nationwide. MTS will receive \$220 million in CARES Act funding across multiple fiscal years. The FY20 amended budget included \$33,500,000 in CARES Act funding based on projected deficits; however, MTS only utilized \$17,900,000 of CARES Act funding in FY20 due to lower than projected deficits. As a result,

more CARES funding will be available in future fiscal years where operating deficits have the potential to be much larger.

- Transportation Development Act (TDA) funds were \$4,700,000 favorable to budget. The budget assumed a \$6,000,000 reduction in TDA due to projected decreases in regional sales tax revenues; however, MTS received the original TDA claim amount, and the impact on sales tax receipts was not as severe as projected in the amended budget.
- Transnet revenues were \$628,000 favorable to the amended budget. The amended budget included a decrease of \$2,000,000 due to projected lower regional sales tax receipts. However, regional sales tax receipts in FY20 were higher than projected.
- State Transit Assistance (STA) funds were \$1,613,000 (17.3%) favorable to the amended budget. STA funds are shared between capital and operations. MTS projected a decrease of \$2,000,000 in the operating budget due to the pandemic. STA payments exceeded projections for FY20, and most of the impact to STA is expected to occur in FY21 based on forecasts from the State.
- Other State Revenue was unfavorable by \$219,000 (-24.6%), primarily due to decreased MediCal revenue resulting from lower paratransit passenger volumes.

Net Revenues Less Expenses

For FY20, MTS had an excess of revenues over expenses totaling \$4,074,000. Staff recommends allocating the excess revenues between the contingency reserve balance and the CIP. Specifically, staff recommends the allocation of \$1,474,000 to the contingency reserve balance and \$2,600,000 to the CIP to provide capital funding to reflect the Board's decision to accelerate ZEB purchases in FY22.

Reserves

Attachment A-11 details MTS's contingency reserve. The contingency reserve target is 12.5% of the operating budget. The ending reserve balance on June 30, 2019, was \$37,786,000. After adjusting for interest and income from SD&AE and For-Hire Vehicle Administration (which are self-funded), the total excess revenues equal \$4,074,000. After allocating \$2,600,000 of excess revenues to the FY22 CIP, the remaining excess revenues of \$1,474,000 would go to the contingency reserve balance, which would result in a projected ending reserve balance of \$39,260,000, or 12.5% of the FY21 operating budget.

MTS has other designated reserves, of which the balances for each are listed on Attachment A-12.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. Comparison to Budget

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

MTS

Att. A, AI 30, 10/15/2020

CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2020

JUNE 30, 2020

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 79,532	\$ 76,296	\$ 3,236	4.2%
Other Revenue	21,817	18,733	3,084	16.5%
Total Operating Revenue	\$ 101,349	\$ 95,029	\$ 6,320	6.7%
Personnel costs	\$ 139,338	\$ 144,214	\$ 4,876	3.4%
Outside services	105,613	108,630	3,017	2.8%
Materials and supplies	14,152	13,904	(248)	-1.8%
Energy	29,748	30,001	253	0.8%
Risk management	7,608	4,800	(2,808)	-58.5%
General & administrative	4,501	6,584	2,083	31.6%
Vehicle/facility leases	1,239	1,251	12	0.9%
Administrative Allocation	0	0	0	0.0%
Total Operating Expenses	\$ 302,199	\$ 309,383	\$ 7,184	2.3%
Operating Income (Loss)	\$ (200,850)	\$ (214,353)	\$ 13,504	6.3%
Total Non-Operating Activities	205,009	214,353	(9,345)	-4.4%
Income (Loss) before Capital Contributions	\$ 4,159	\$ (0)	\$ 4,159	-

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OPERATIONS CONSOLIDATED

Att. A, AI 30, 10/15/2020

COMPARISON TO BUDGET - FISCAL YEAR 2020 JUNE 30, 2020 (in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 79,532	\$ 76,296	\$ 3,236	4.2%
Other Revenue	754	786	(33)	-4.2%
Total Operating Revenue	\$ 80,285	\$ 77,082	\$ 3,203	4.2%
Personnel costs	\$ 117,732	\$ 122,001	\$ 4,269	3.5%
Outside services	88,364	89,429	1,065	1.2%
Materials and supplies	14,130	13,890	(240)	-1.7%
Energy	28,883	29,103	219	0.8%
Risk management	3,710	3,968	258	6.5%
General & administrative	868	869	2	0.2%
Vehicle/facility leases	1,026	1,055	29	2.7%
Administrative Allocation	26,530	26,530	(0)	0.0%
Total Operating Expenses	\$ 281,244	\$ 286,846	\$ 5,602	2.0%
Operating Income (Loss)	\$ (200,959)	\$ (209,763)	\$ 8,805	4.2%
Total Non-Operating Activities	201,039	209,763	(8,724)	-4.2%
Income (Loss) before Capital Contributions	\$ 80	\$ (0)	\$ 80	-

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS Att. A, AI 30, 10/15/2020
BUS - DIRECTLY OPERATED (SAN DIEGO TRANSIT CORP.)
COMPARISON TO BUDGET - FISCAL YEAR 2020
JUNE 30, 2020
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 19,749	\$ 18,034	\$ 1,715	9.5%
Other Revenue	7	6	1	10.5%
Total Operating Revenue	\$ 19,756	\$ 18,040	\$ 1,716	9.5%
Personnel costs	\$ 77,251	\$ 79,398	\$ 2,148	2.7%
Outside services	1,593	1,862	268	14.4%
Materials and supplies	6,586	6,723	137	2.0%
Energy	5,750	5,894	144	2.4%
Risk management	1,606	1,883	277	14.7%
General & administrative	389	400	11	2.7%
Vehicle/facility leases	348	375	27	7.2%
Administrative Allocation	7,073	7,073	(0)	0.0%
Total Operating Expenses	\$ 100,597	\$ 103,609	\$ 3,012	2.9%
Operating Income (Loss)	\$ (80,841)	\$ (85,569)	\$ 4,728	5.5%
Total Non-Operating Activities	80,841	85,569	(4,728)	-5.5%
Income (Loss) before Capital Contributions	\$ 0	\$ (0)	\$ 0	-

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OPERATIONS

Att. A, AI 30, 10/15/2020

RAIL (SAN DIEGO TROLLEY INC.)

COMPARISON TO BUDGET - FISCAL YEAR 2020

JUNE 30, 2020

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 36,464	\$ 35,611	\$ 852	2.4%
Other Revenue	747	780	(33)	-4.3%
Total Operating Revenue	\$ 37,210	\$ 36,391	\$ 819	2.3%
Personnel costs	\$ 39,581	\$ 41,676	\$ 2,094	5.0%
Outside services	6,434	6,240	(194)	-3.1%
Materials and supplies	7,448	7,124	(323)	-4.5%
Energy	15,646	15,455	(191)	-1.2%
Risk management	2,088	2,070	(18)	-0.9%
General & administrative	452	455	3	0.7%
Vehicle/facility leases	349	349	(0)	-0.1%
Administrative Allocation	16,818	16,818	(0)	0.0%
Total Operating Expenses	\$ 88,818	\$ 90,188	\$ 1,370	1.5%
Operating Income (Loss)	\$ (51,607)	\$ (53,797)	\$ 2,189	4.1%
Total Non-Operating Activities	51,607	53,797	(2,189)	-4.1%
Income (Loss) before Capital Contributions	\$ (0)	\$ (0)	\$ 0	-

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OPERATIONS

Att. A, Al 30, 10/15/2020

BUS - CONTRACTED SERVICES (FIXED ROUTE)

COMPARISON TO BUDGET - FISCAL YEAR 2020

JUNE 30, 2020

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 20,934	\$ 20,646	\$ 288	1.4%
Other Revenue	0	-	0	-
Total Operating Revenue	\$ 20,934	\$ 20,646	\$ 288	1.4%
Personnel costs	\$ 605	\$ 565	\$ (40)	-7.2%
Outside services	66,060	67,017	957	1.4%
Materials and supplies	96	43	(54)	-125.0%
Energy	6,352	6,587	235	3.6%
Risk management	-	-	-	-
General & administrative	1	4	4	83.9%
Vehicle/facility leases	47	51	4	7.2%
Administrative Allocation	2,178	2,178	(0)	0.0%
Total Operating Expenses	\$ 75,339	\$ 76,445	\$ 1,105	1.4%
Operating Income (Loss)	\$ (54,406)	\$ (55,799)	\$ 1,393	2.5%
Total Non-Operating Activities	54,406	55,799	(1,393)	-2.5%
Income (Loss) before Capital Contributions	\$ -	\$ 0	\$ (0)	-

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OPERATIONS

Att. A, AI 30, 10/15/2020

BUS - CONTRACTED SERVICES (PARATRANSIT)

COMPARISON TO BUDGET - FISCAL YEAR 2020

JUNE 30, 2020

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 2,386	\$ 2,006	\$ 380	18.9%
Other Revenue	-	-	-	-
Total Operating Revenue	\$ 2,386	\$ 2,006	\$ 380	18.9%
Personnel costs	\$ 167	\$ 155	\$ (12)	-8.0%
Outside services	13,882	13,915	33	0.2%
Materials and supplies	-	-	-	-
Energy	1,135	1,166	31	2.7%
Risk management	15	15	-	0.0%
General & administrative	26	10	(16)	-166.8%
Vehicle/facility leases	282	280	(2)	-0.7%
Administrative Allocation	461	461	0	0.0%
Total Operating Expenses	\$ 15,968	\$ 16,002	\$ 34	0.2%
Operating Income (Loss)	\$ (13,582)	\$ (13,996)	\$ 414	3.0%
Total Non-Operating Activities	13,582	13,996	(414)	-3.0%
Income (Loss) before Capital Contributions	\$ -	\$ 0	\$ (0)	-

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OPERATIONS

Att. A, AI 30, 10/15/2020

CORONADO FERRY

COMPARISON TO BUDGET - FISCAL YEAR 2020

JUNE 30, 2020

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	-	-	-	-
Total Operating Revenue	\$ -	\$ -	\$ -	-
Personnel costs	\$ -	\$ -	\$ -	-
Outside services	223	223	-	0.0%
Materials and supplies	-	-	-	-
Energy	-	-	-	-
Risk management	-	-	-	-
General & administrative	-	-	-	-
Vehicle/facility leases	-	-	-	-
Administrative Allocation	-	-	-	0.0%
Total Operating Expenses	\$ 223	\$ 223	\$ -	0.0%
Operating Income (Loss)	\$ (223)	\$ (223)	\$ -	0.0%
Total Non-Operating Activities	223	223	-	0.0%
Income (Loss) before Capital Contributions	\$ (0)	\$ (0)	\$ -	-

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

ADMINISTRATION

Att. A, AI 30, 10/15/2020

CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2020

JUNE 30, 2020

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	20,052	16,805	3,247	19.3%
Total Operating Revenue	\$ 20,052	\$ 16,805	\$ 3,247	19.3%
Personnel costs	\$ 20,860	\$ 21,525	\$ 665	3.1%
Outside services	17,197	19,012	1,815	9.5%
Materials and supplies	17	13	(3)	-25.9%
Energy	851	880	29	3.3%
Risk management	3,867	754	(3,113)	-412.9%
General & administrative	3,510	5,581	2,071	37.1%
Vehicle/facility leases	190	170	(20)	-11.7%
Administrative Allocation	(26,576)	(26,576)	-	0.0%
Total Operating Expenses	\$ 19,917	\$ 21,360	\$ 1,443	6.8%
Operating Income (Loss)	\$ 135	\$ (4,555)	\$ 4,690	103.0%
Total Non-Operating Activities	3,944	4,555	(611)	-13.4%
Income (Loss) before Capital Contributions	\$ 4,079	\$ 0	\$ 4,079	-

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OTHER ACTIVITIES

Att. A, AI 30, 10/15/2020

CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2020

JUNE 30, 2020

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	1,012	4,159	(3,147)	-75.7%
Total Operating Revenue	\$ 1,012	\$ 4,159	\$ (3,147)	-75.7%
Personnel costs	\$ 746	\$ 688	\$ (58)	-8.4%
Outside services	52	188	136	72.5%
Materials and supplies	5	1	(5)	-909.1%
Energy	13	18	4	25.6%
Risk management	30	78	47	60.9%
General & administrative	123	134	10	7.7%
Vehicle/facility leases	23	26	3	11.3%
Administrative Allocation	46	46	0	0.0%
Total Operating Expenses	\$ 1,038	\$ 1,177	\$ 139	11.8%
Operating Income (Loss)	\$ (26)	\$ 2,982	\$ (3,008)	100.9%
Total Non-Operating Activities	26	35	(9)	-25.8%
Income (Loss) before Capital Contributions	\$ (0)	\$ 3,017	\$ (3,017)	-

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
MTS
COMBINED SUBSIDY AND OTHER NON-OPERATING REVENUE AND EXPENSES
COMPARISON TO BUDGET - FISCAL YEAR 2020
June 30, 2020
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
<u>Subsidy Revenue</u>				
Federal Revenue	\$ 63,130	\$ 63,251	\$ (121)	-0.2%
FTA CARES Act	\$ 17,900	\$ 33,500	\$ (15,600)	-46.6%
Transportation Development Act	63,505	58,805	4,700	8.0%
State Transit Assistance	10,913	9,300	1,613	17.3%
State Revenue - Other	670	889	(219)	-24.6%
TransNet funds	40,315	39,687	628	1.6%
Other Local subsidies	9,534	9,696	(162)	-1.7%
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Subsidy Revenue	\$ 205,967	\$ 215,128	\$ (9,161)	-4.3%
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>Other Non-Operating Revenue and Expense</u>				
Investment Earnings	\$ -	\$ -	\$ -	-
Other Non-Operating Income	26	211	(184)	-87.6%
Other Non-Operating Expenses	(984)	(985)	1	-0.1%
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Other Non-Operating Revenue				
Revenue and Expense	\$ (958)	\$ (775)	\$ (184)	23.7%
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Subsidy and Non-Operating				
Revenue and Expense	\$ 205,009	\$ 214,353	\$ (9,345)	-4.4%
	<u> </u>	<u> </u>	<u> </u>	<u> </u>

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
MTS
CONTINGENCY RESERVE BALANCE
JUNE 30, 2020
(in \$000's)

Balance, June 30, 2019		\$ 37,786
Current Year Adjustments:		
FY 2020 Income (Loss) Before Reserves	\$ 4,133	
Remove Other Activities contributions to income:		
SDAE	\$ (63)	
Taxi	\$ 89	
Interest Adjustment	\$ (85)	
Transfer to CIP	\$ (2,600)	
Net Adjustments:		\$ 1,474
Balance, June 30, 2019		\$ 39,260
FY21 Operating Expense Budget		\$ 345,570
FY21 Operating Budget Adjustments:		
Debt Service	\$ (851)	
Transnet Funded Operations	\$ (30,473)	
Net Adjustments:		\$ (31,324)
Adjusted FY21 Operating Expense Budget		\$ 314,246
Contingency Reserve % of MTS Operating Expense Budget		12.5%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
MTS
RESERVE BALANCES
JUNE 30, 2020

Title	Amount	Explanation
Contingency	\$ 39,259,509	For ongoing operations, future matching of grants; target is 12.5% of operating budget per Policy 36
Taxicab Contingency	144,677	For ongoing operations and future capital improvement needs
SD&AE	448,711	Established from 1984 state payments for storm damage, restricted for repair/improvement of line
Insurance	2,000,000	Established for potential future liability claims, minimum \$2 million per Policy 46
Billboard San Diego	342,245	Per agreement with city, used for improvements to right of way
Billboard Chula Vista	1,993,010	Per agreement with city, used for improvements to right of way
Land Management	0	For repair and maintenance of rental property
Total	\$ 44,188,153	

Metropolitan Transit System FY 2020 – June 2020 Financial Review

MTS Board of Directors Meeting
October 15, 2020

CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – JUNE 30, 2020 - FY 2020

FTA CARES ACT FUNDING

- FY20 Amended Budget included \$33.5M of projected CARES Act funding to cover projected revenue losses and increased expenses resulting from COVID-19 pandemic
- Favorable budget results in FY20 means less CARES Act funding to balance deficit in FY20, but structural deficit is real
- Using less CARES Act funding in FY20 means more CARES Act funding available for FY21 and out years where structural deficits are projected to be much higher

CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – JUNE 30, 2020 - FY 2020

TOTAL OPERATING REVENUES (\$000's)

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>VAR %</u>
Fare Revenue	\$ 79,532	\$ 76,296	\$ 3,236	4.2%
Other Operating Revenue	\$ 21,817	\$ 18,733	\$ 3,084	16.5%
Operating Revenue	\$ 101,349	\$ 95,029	\$ 6,320	6.7%

- Fare Revenue
 - Revenue unfavorable to prior year by \$12.7M (-13.8%)
 - Ridership unfavorable to the prior year by 14.1M passengers (-16.6%)
- Other Operating Revenue
 - COVID-19 decreases to energy credits, interest, advertising, and rental income lower than projected (projected \$2M decrease)
 - County rental payment for Mills building higher than budget; rent calculation changed after final debt payment

CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – JUNE 30, 2020 - FY 2020

TOTAL OPERATING EXPENSES (\$000's)

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>VAR %</u>
Personnel Costs	\$ 139,338	\$ 144,214	\$ 4,876	3.4%
Purchased Transportation	\$ 75,308	\$ 77,286	\$ 1,978	2.6%
Other Outside Services	\$ 30,305	\$ 31,344	\$ 1,039	3.3%
Energy	\$ 29,748	\$ 30,001	\$ 253	0.8%
Other Expenses	\$ 27,500	\$ 26,539	\$ (961)	-3.6%
Operating Expenses	\$ 302,199	\$ 309,383	\$ 7,184	2.3%

- Personnel – favorable paid absences, health & welfare, operator wages, cost recovery
- Purchased Transportation – reduced service levels in April through June
- Other Outside Services – favorable within Administration, engines and transmissions
- Energy – favorable CNG, diesel, and gas consumption; unfavorable electricity rates
- Other Expenses - unfavorable risk management due to one-time legal settlement; partially offset by favorable IT, credit card fees, and fare materials

CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – JUNE 30, 2020 - FY 2020

TOTAL OPERATING VARIANCE (\$000's)

Combined Net Operating Variance

MTS Operating Revenue	\$ 6,320
-----------------------	----------

MTS Operating Expenses	<u>\$ 7,184</u>
------------------------	-----------------

Total Combined Net Operating Variance	\$ 13,504
--	------------------

Variance Percentage	6.3%
---------------------	------

CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – JUNE 30, 2020 - FY 2020

SUBSIDY REVENUE CATEGORY DESCRIPTIONS

- Federal
 - Recurring FTA funds for preventive maintenance and rural ops (5307, 5337, 5311)
- FTA CARES Act
 - \$25B federal stimulus package in response to pandemic; MTS share is \$220M
- Transportation Development Act (TDA)
 - 1/4 percent of regional sales tax assessed in region and administered by SANDAG and County
- Transnet
 - ½ cent sales tax in San Diego County to fund transportation projects
 - MTS receives formula share and reimbursement for Transnet funded operations



CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – JUNE 30, 2020 - FY 2020

SUBSIDY REVENUE CATEGORY DESCRIPTIONS (CONTINUED)

- State Transit Assistance (STA)
 - State sales tax on diesel fuel distributed based on population and agency revenue
- Other
 - MediCal reimbursement for trips to and from Managed Care Providers (MCPs)
 - FasTrak revenue – toll road revenue appropriated by SANDAG
 - UCSD Shuttle Service Agreement
 - City of San Diego ADA Maintenance of Effort
 - NCTD Sorrento Valley Coaster Connection (SVCC)
 - Taxicab and SD&AE Self-Funded Reserves

CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – JUNE 30, 2020 - FY 2020

TOTAL NON-OPERATING REVENUES (\$000's)

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>VAR %</u>
Federal	\$ 63,130	\$ 63,251	\$ (121)	-0.2%
FTA CARES	\$ 17,900	\$ 33,500	\$ (15,600)	-46.6%
TDA	\$ 63,505	\$ 58,805	\$ 4,700	8.0%
TransNet	\$ 40,315	\$ 39,687	\$ 628	1.6%
STA	\$ 10,913	\$ 9,300	\$ 1,613	17.3%
Other	\$ 10,230	\$ 10,796	\$ (566)	-5.2%
Non-Operating Revenue	\$ 205,993	\$ 215,338	\$ (9,345)	-4.3%

- FTA CARES – deficit lower than projected; needed less CARES to fill gaps
- TDA – projected \$6M decrease due to COVID-19; received full claim amount
- Transnet – budgeted \$2M reduction due to COVID-19; favorable sales tax receipts
- STA – allocations from state higher than budget; impact coming in FY21 per state forecast
- Other – lower MediCal, FasTrak, and SD&AE/Ballot Measure reserves

CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – JUNE 30, 2020 - FY 2020

TOTAL REVENUES LESS EXPENSES (\$000's)

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>VAR %</u>
Operating Revenues	\$ 101,349	\$ 95,029	\$ 6,320	6.7%
Operating Expenses	302,199	309,383	7,184	2.3%
Net Operating Loss	\$ (200,850)	\$ (214,353)	\$ 13,504	6.3%
Non-Operating Revenues	205,993	215,338	(9,345)	-4.3%
Net Debt Service Expenses	984	985	1	0.1%
Revenues Less Expenses	\$ 4,159	\$ (0)	\$ 4,159	

- Total favorable variance of \$4.2M when combining operating and non-operating revenues and expenses
- Structural deficit of \$13.7M without CARES Act funding to fill the gap

CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – JUNE 30, 2020 - FY 2020

CONTINGENCY RESERVE BALANCE (\$000's)

- Board policy for the contingency reserve balance
 - Target set at 12.5% of the Operating Expense Budget
 - FY21 Target of \$39.3M
- Current Reserve Balance
 - June 30, 2020 year end audit results in excess revenues over expenses of \$4.1M
 - 13.3% of the FY21 Operating Budget if all goes to reserves
 - \$2.6M higher than reserve target
- Proposed allocation:
 - \$1.5M to Contingency Reserve to achieve 12.5% target
 - \$2.6M to CIP to reflect Board's decision to accelerate ZEB purchases in FY22

Staff Recommendation

That the Board of Directors approve the allocation of \$4.1M in FY20 excess net operating subsidy as follows:

- a) Allocate \$1.5M to Contingency Reserve balance to remain at 12.5% target; and
- a) Transfer \$2.6M to CIP to reflect Board's decision to accelerate ZEB purchases in FY22



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

Agenda Item No. 45

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 15, 2020

SUBJECT:

SANDAG 2021 REGIONAL PLAN (HASAN IKHRATA, RAY MAJOR, JENNIFER
WILLIAMSON AND COLEEN CLEMENTSON)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

Every four years, the San Diego Association of Governments (SANDAG) prepares and updates a Regional Plan in collaboration with the 18 cities and County of San Diego. "San Diego Forward: The 2021 Regional Plan" is the next plan for San Diego County; it seeks to meet regulatory requirements, address traffic congestion, and create equal access to jobs, education, healthcare, and other community resources. SANDAG is applying key strategies, known as the 5 Big Moves, towards the goal of a transportation network that is quicker and easier, increases access to opportunity, and meets state greenhouse gas emissions mandates.

In August 2020, the vision was presented to the SANDAG Board of Directors. Later this year, the network will undergo analysis and the environmental review process to ensure it achieves mobility and environmental goals. The draft 2021 Regional Plan and its Environmental Impact Report are expected to be released for public review in spring 2021, with the goal of SANDAG Board adoption of the 2021 Regional Plan in fall 2021.

SANDAG staff will provide an update to the MTS Board of Directors and be available to receive feedback and answer questions.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

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

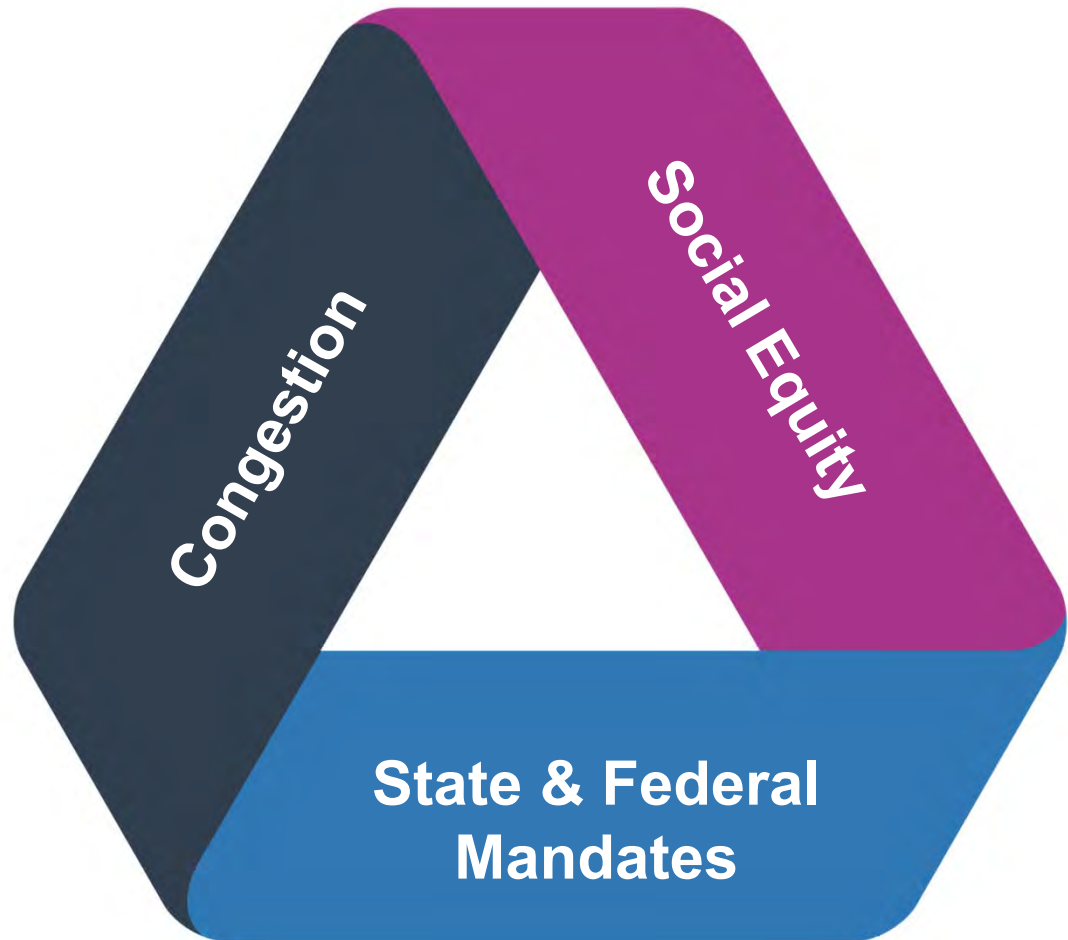


The Vision for the 2021 Regional Plan

SANDAG

Three challenges

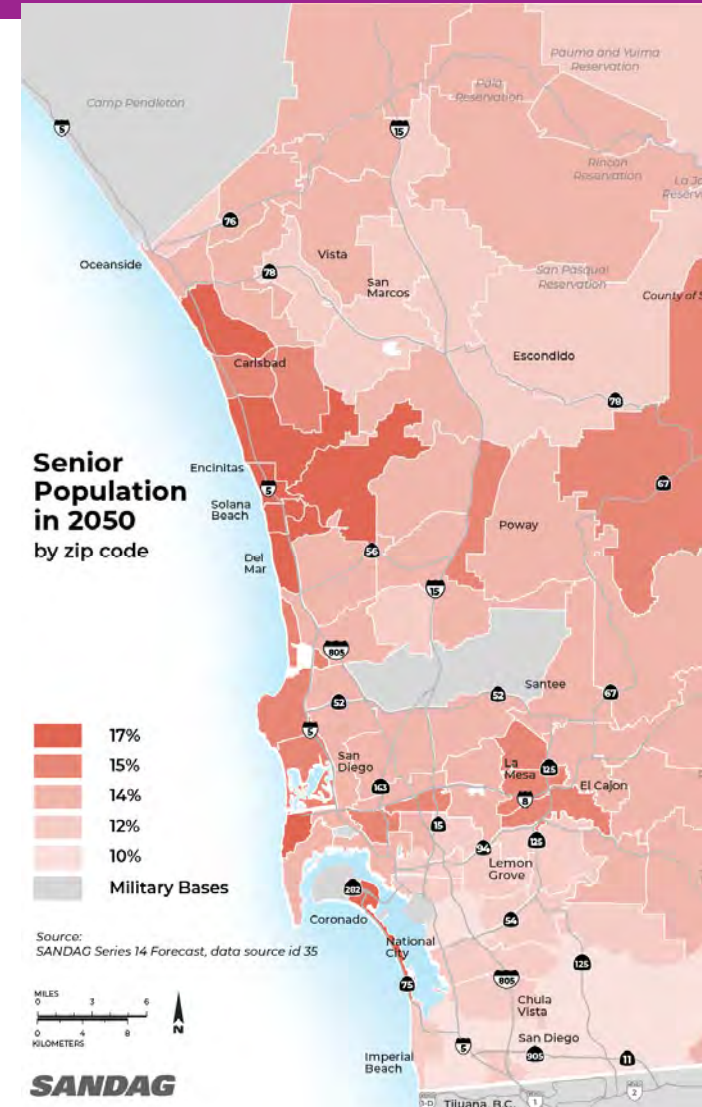
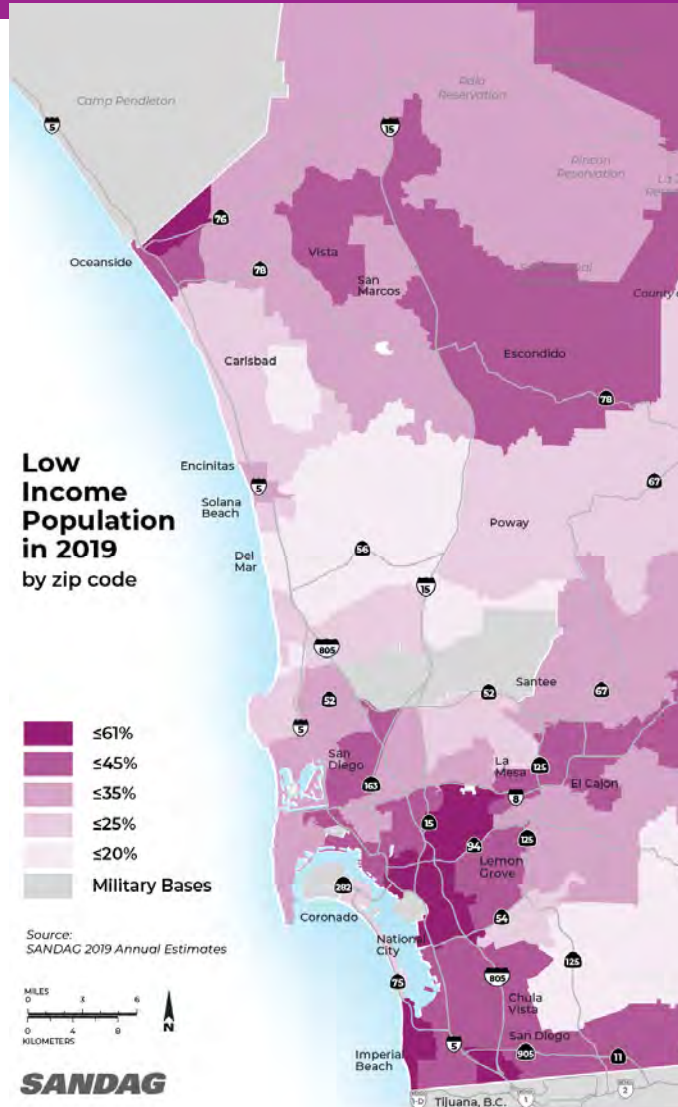
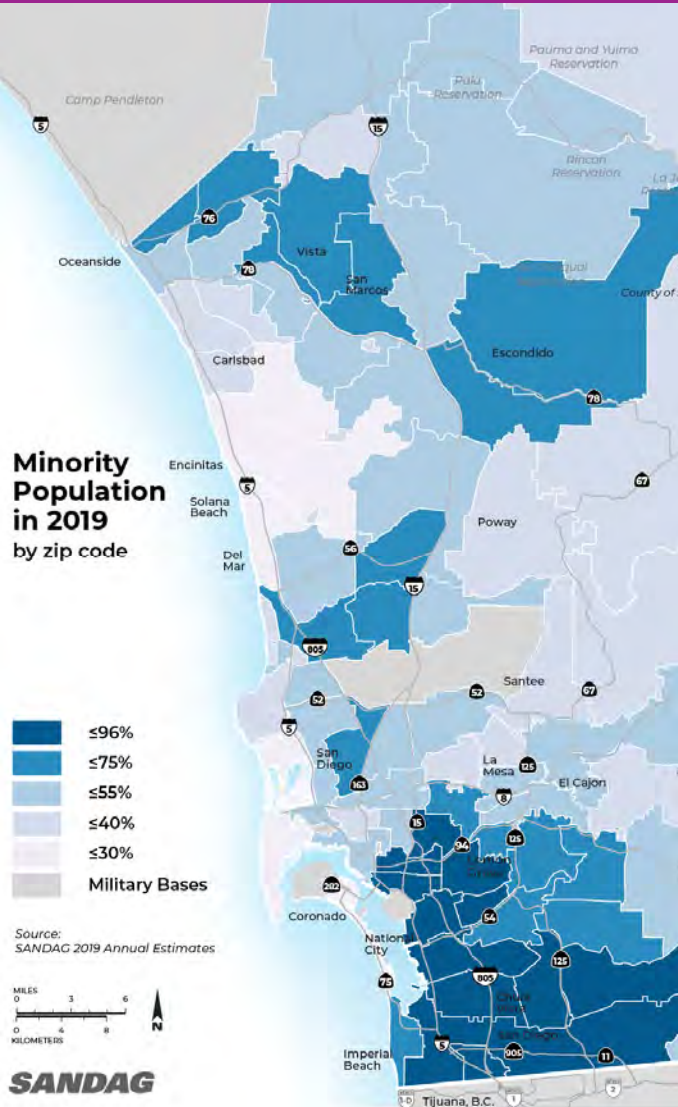
Reduce *congestion*
Improve *social equity*
Meet *state and federal mandates* –
to be **faster, fairer,**
and **cleaner**



Congestion in the San Diego Region

2016 Base Year







Legislative Mandates: State and Federal



SB 375 and Air Quality: meet regional greenhouse gas emissions reduction target and Clean Air Act requirements



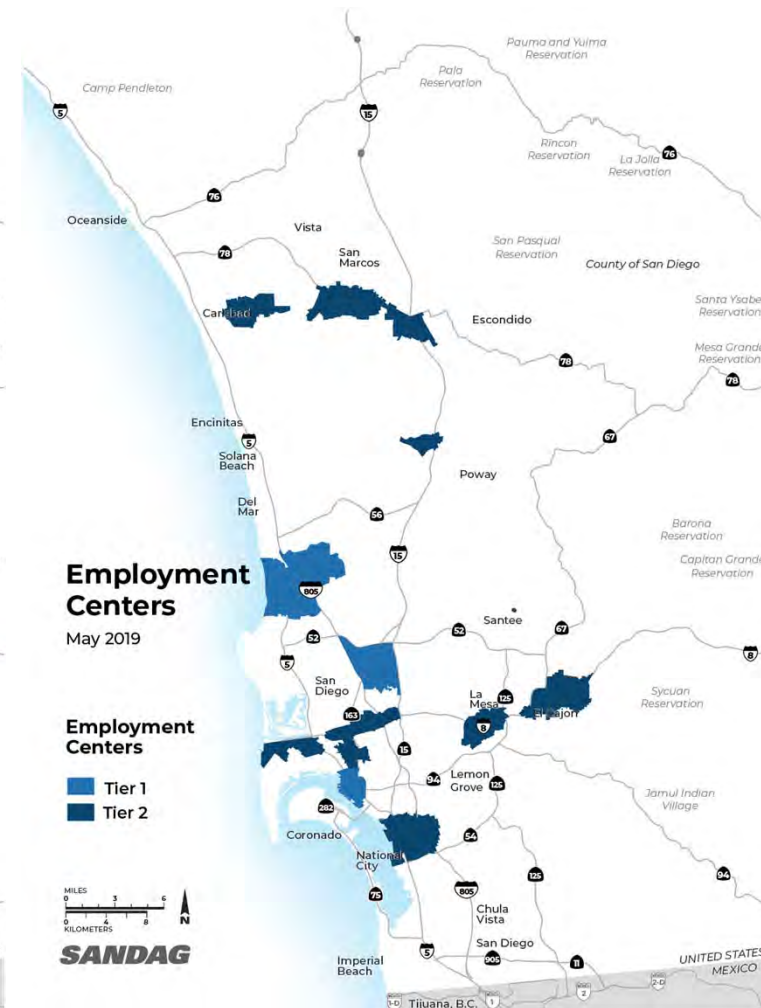
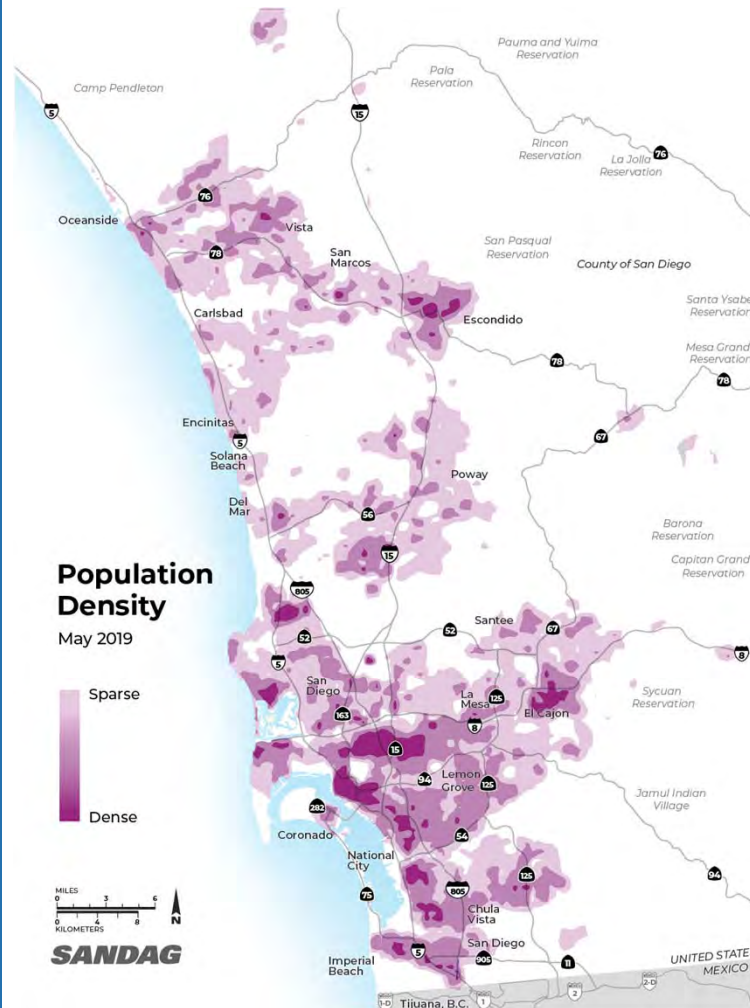
Title VI: compliance with federal civil rights requirements and environmental justice considerations



CEQA and SB 743: shift to vehicle miles traveled to evaluate impacts of transportation projects

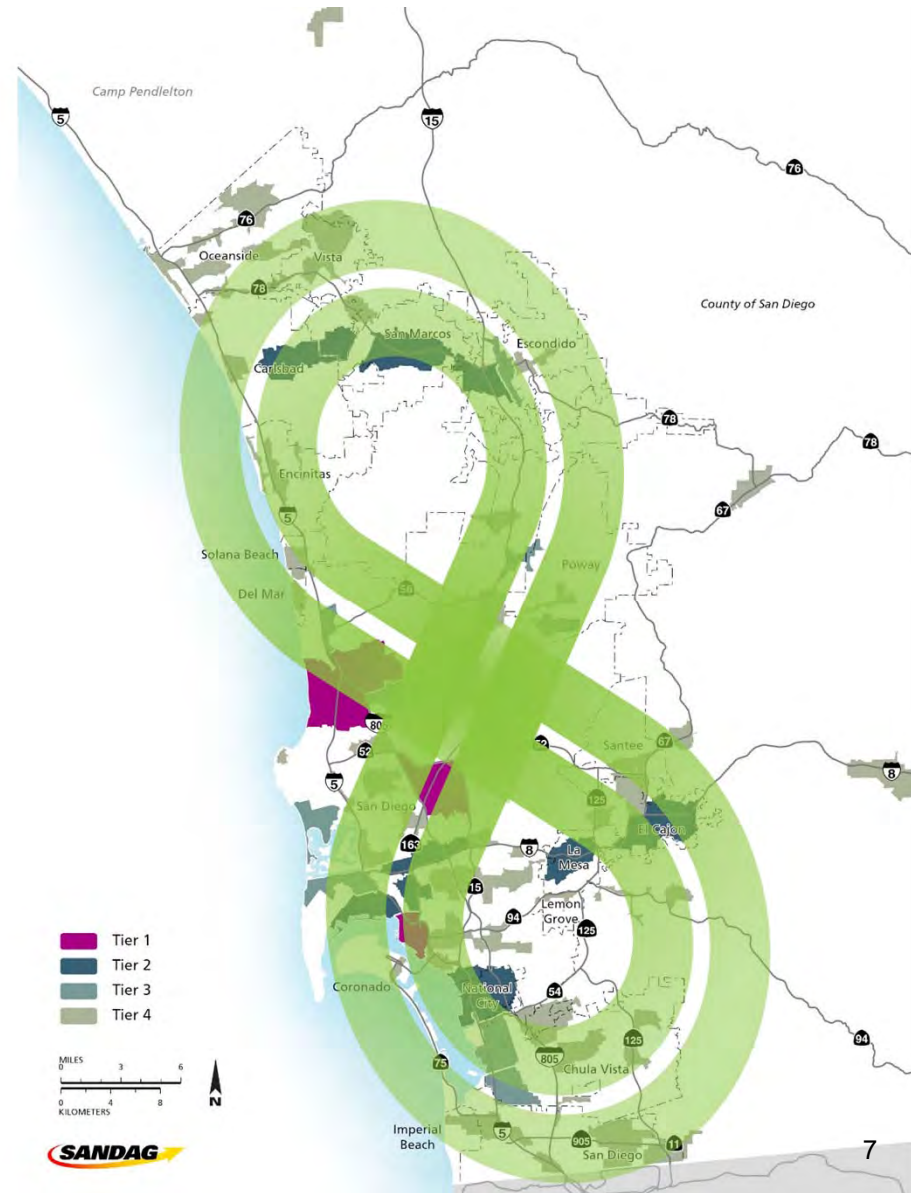
Data-Driven Planning

Where people live and work

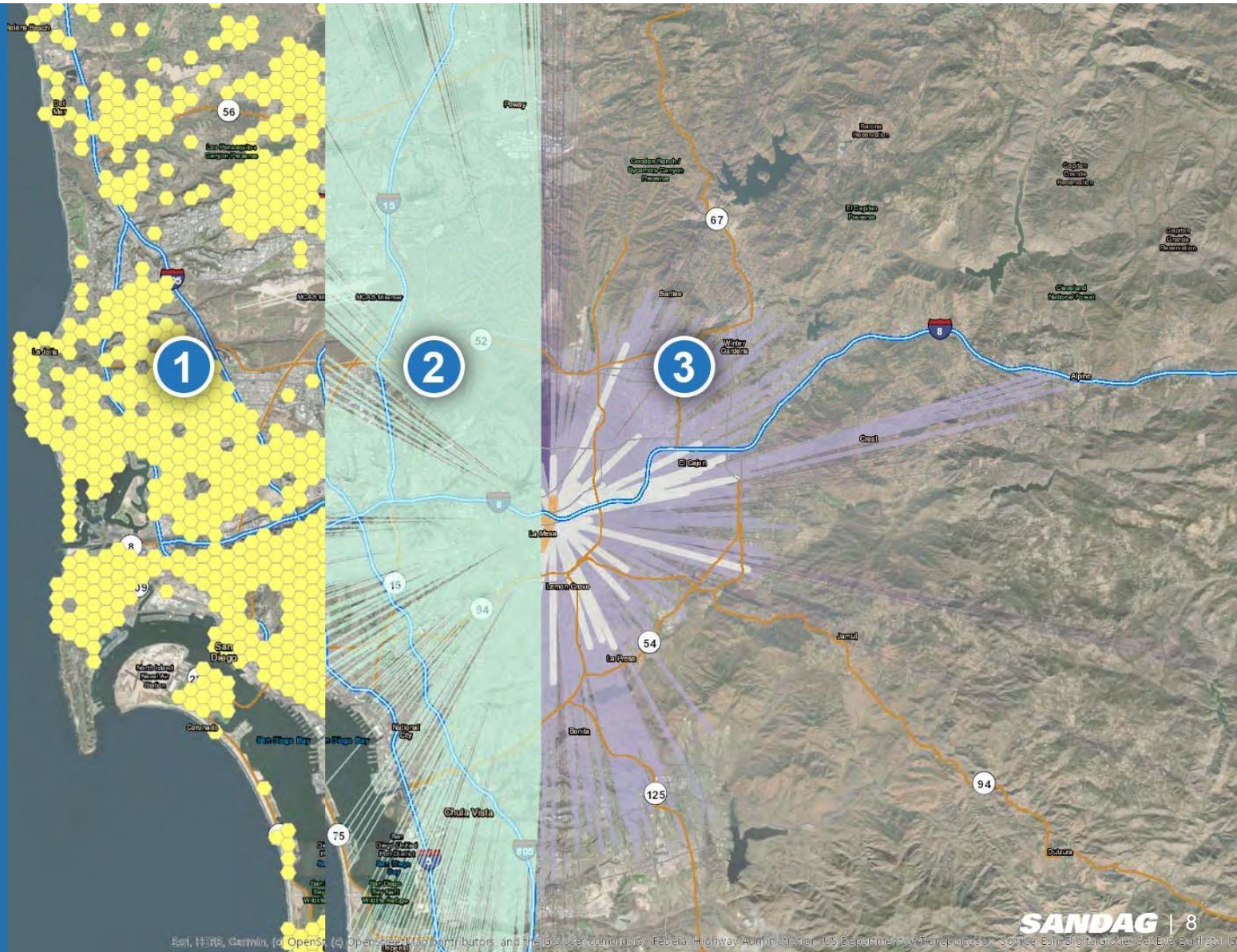


Making Critical Connections

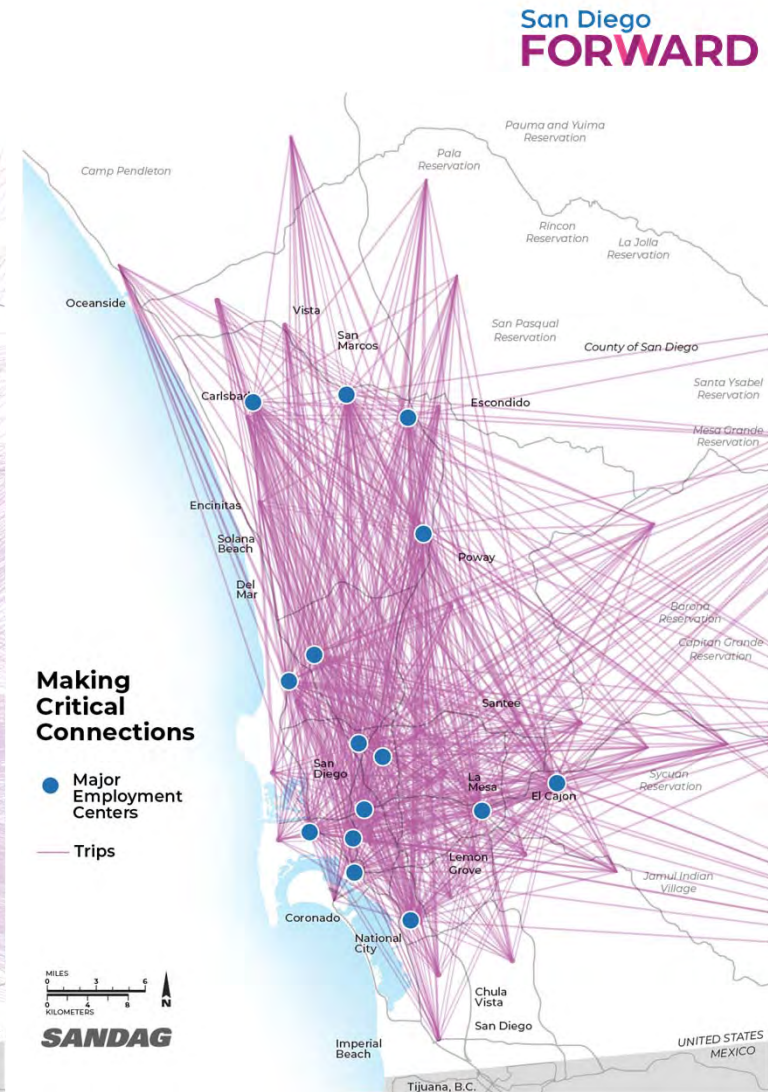
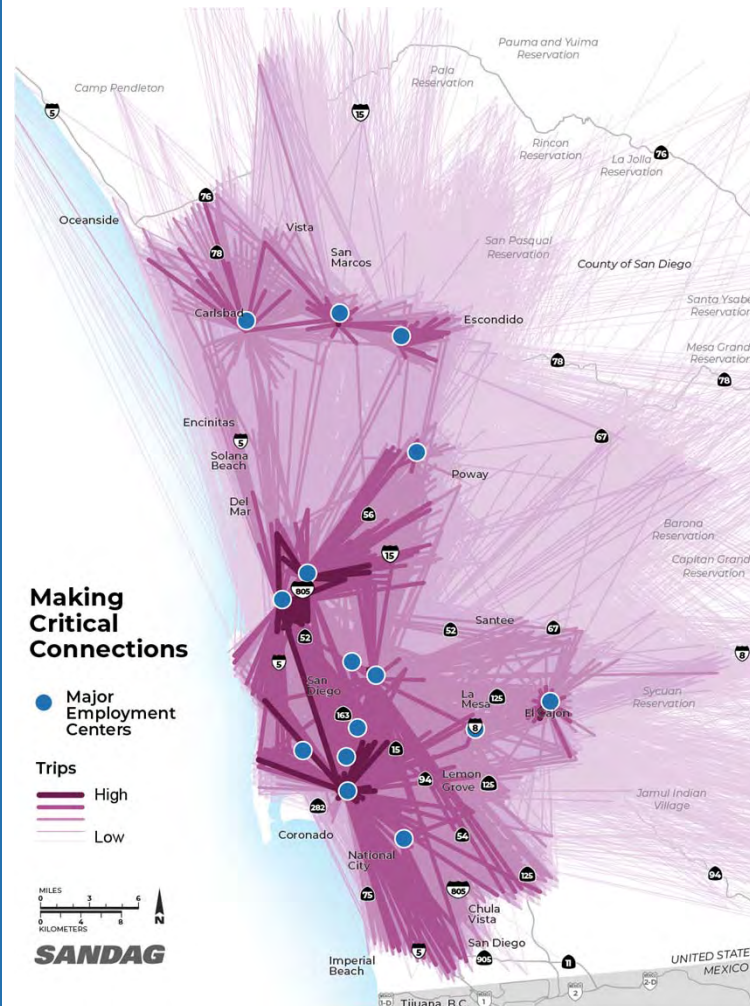
Employment Centers



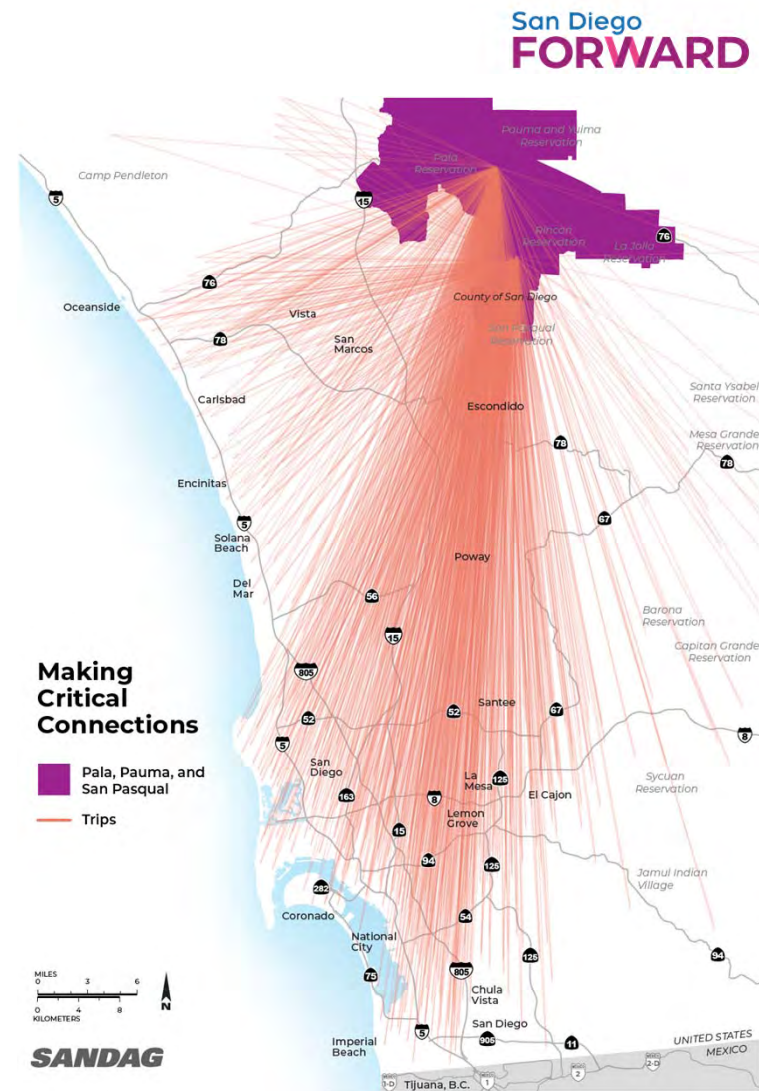
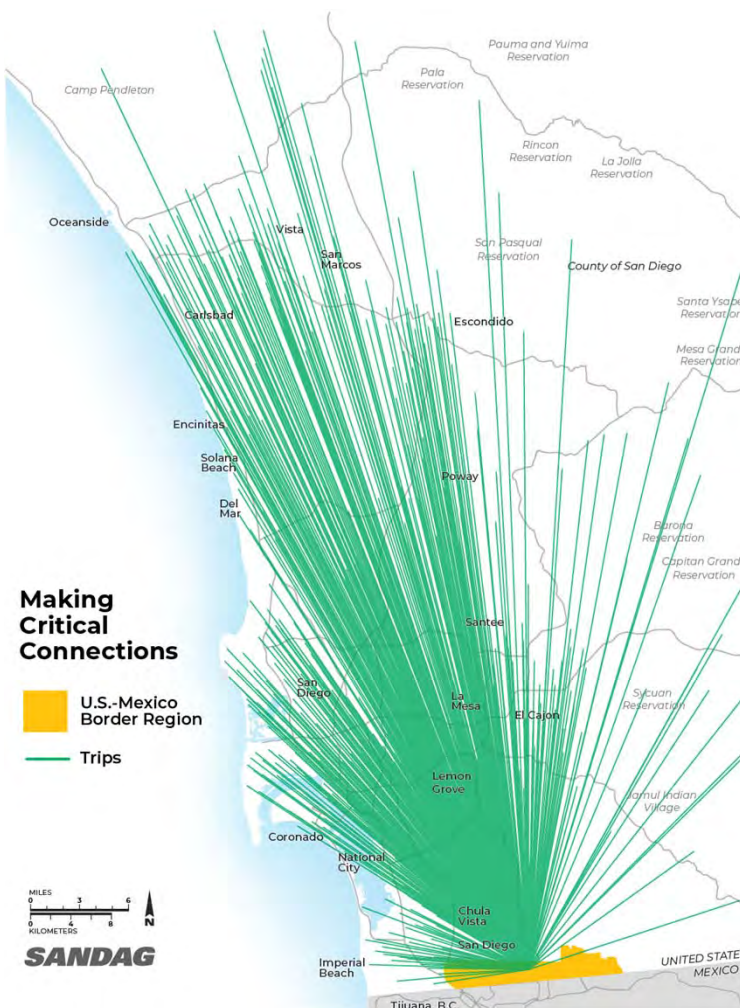
Census data helped make connections between where people live and work



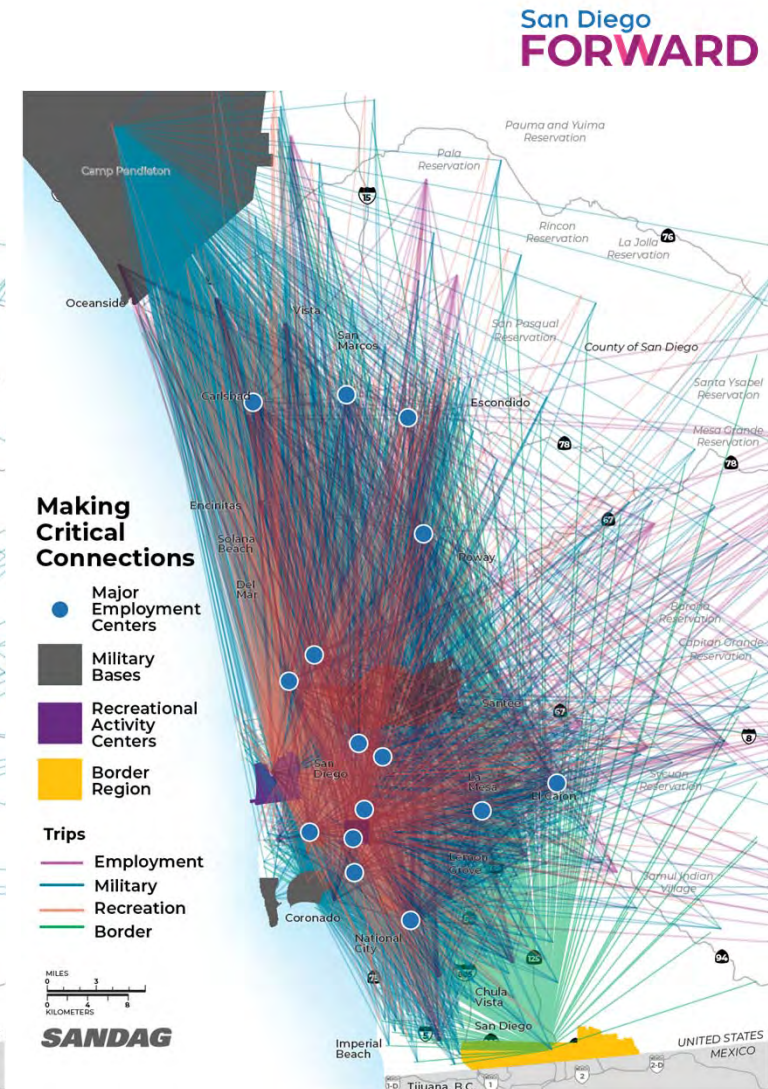
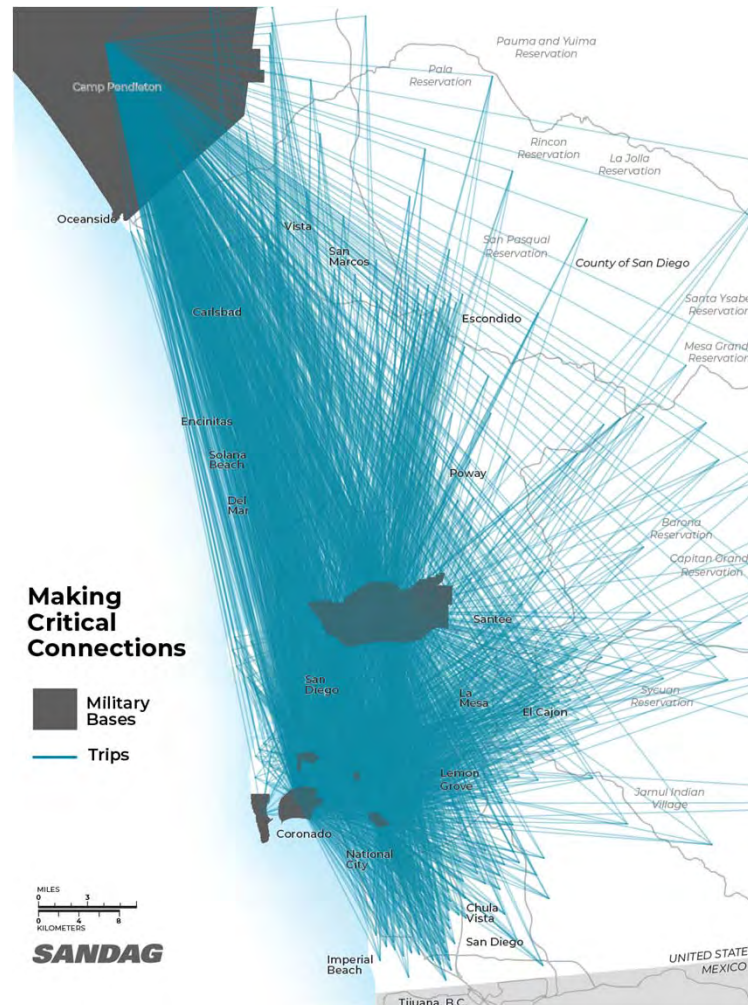
Trips to and from employment centers are the most predictable



Other regional trips, including trips from the border and other non-work trips

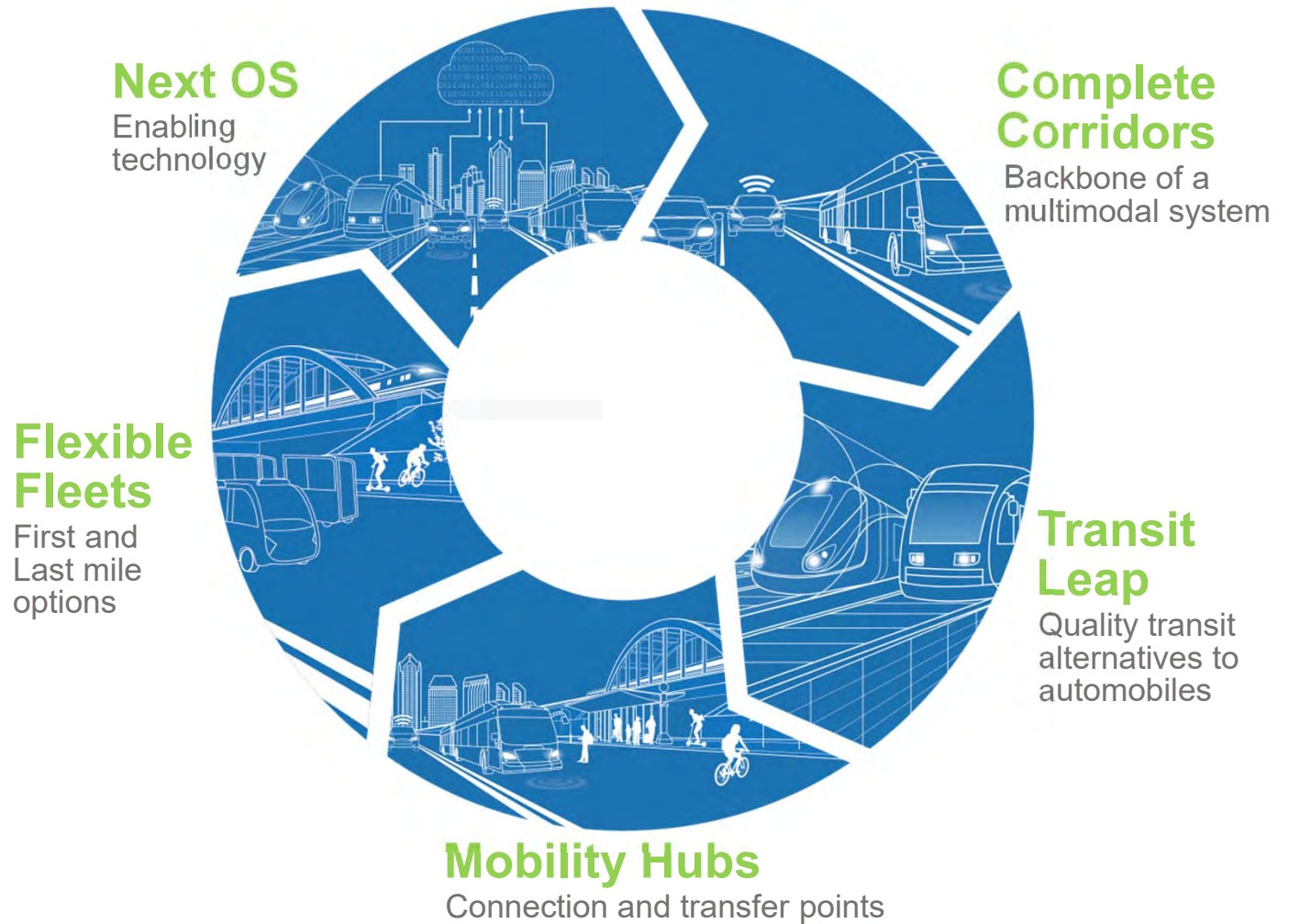


Other work trips including military bases



5 Big Moves

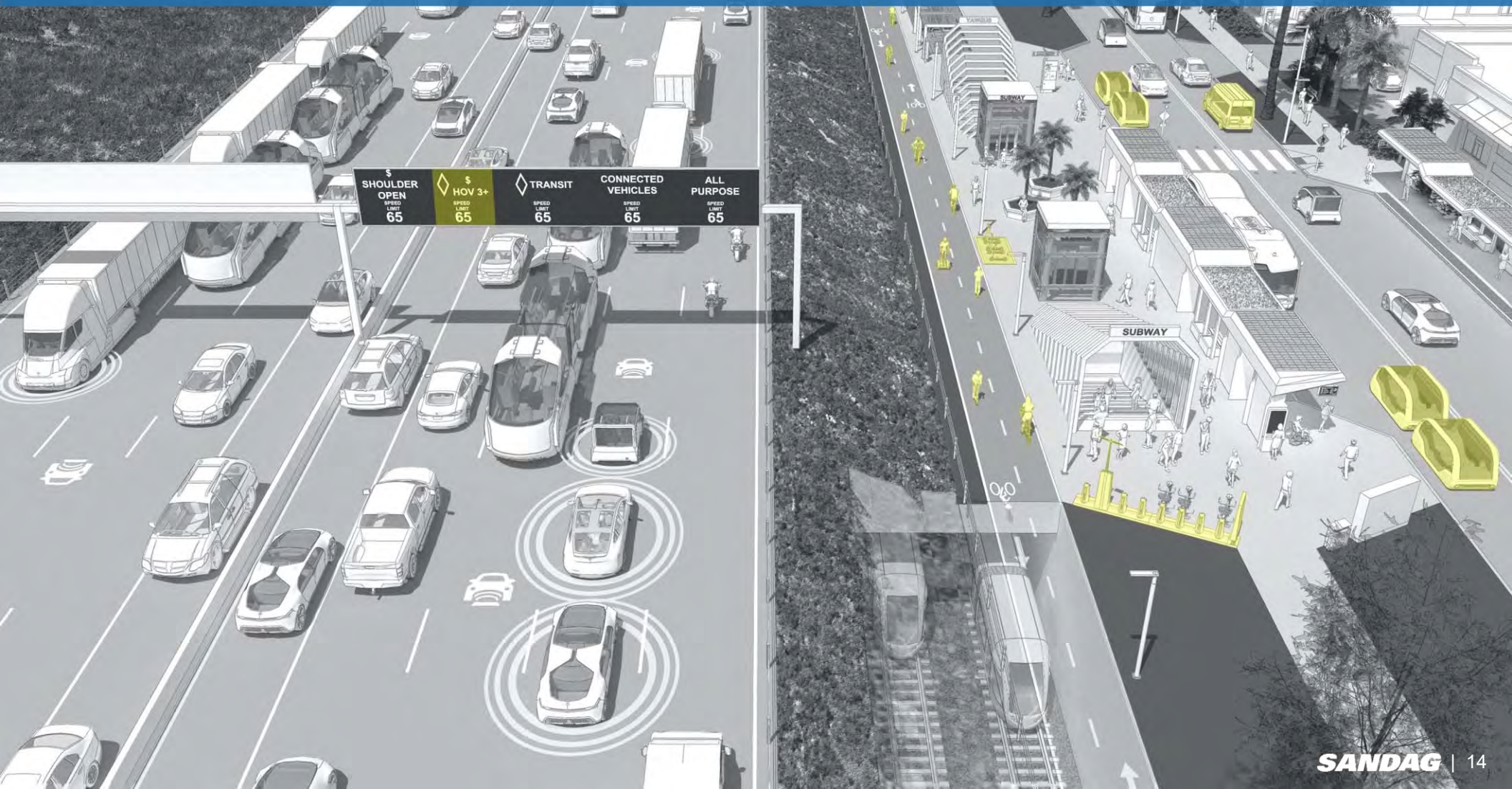
Key strategies to envision our future transportation ecosystem



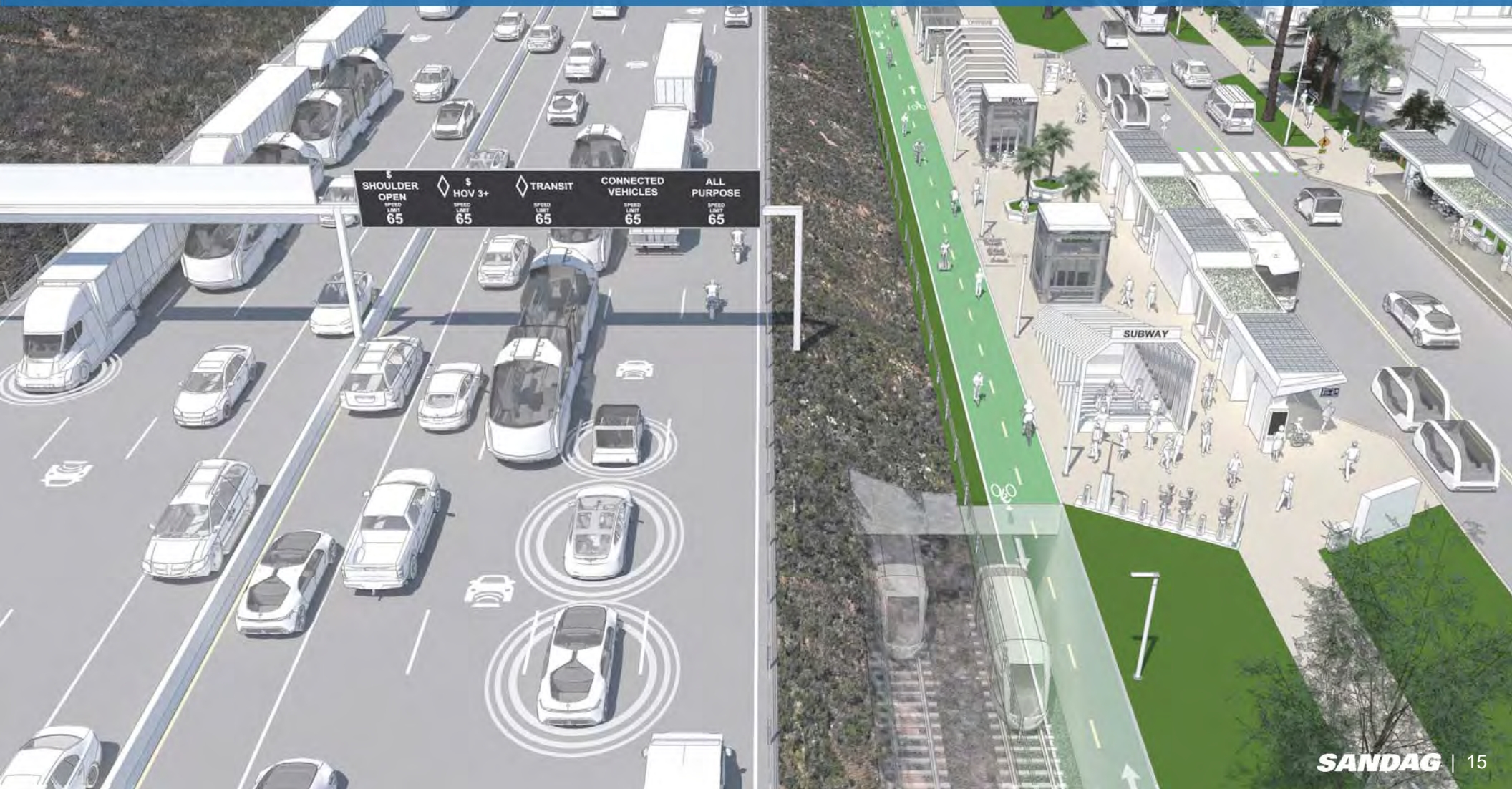
Mobility Hubs



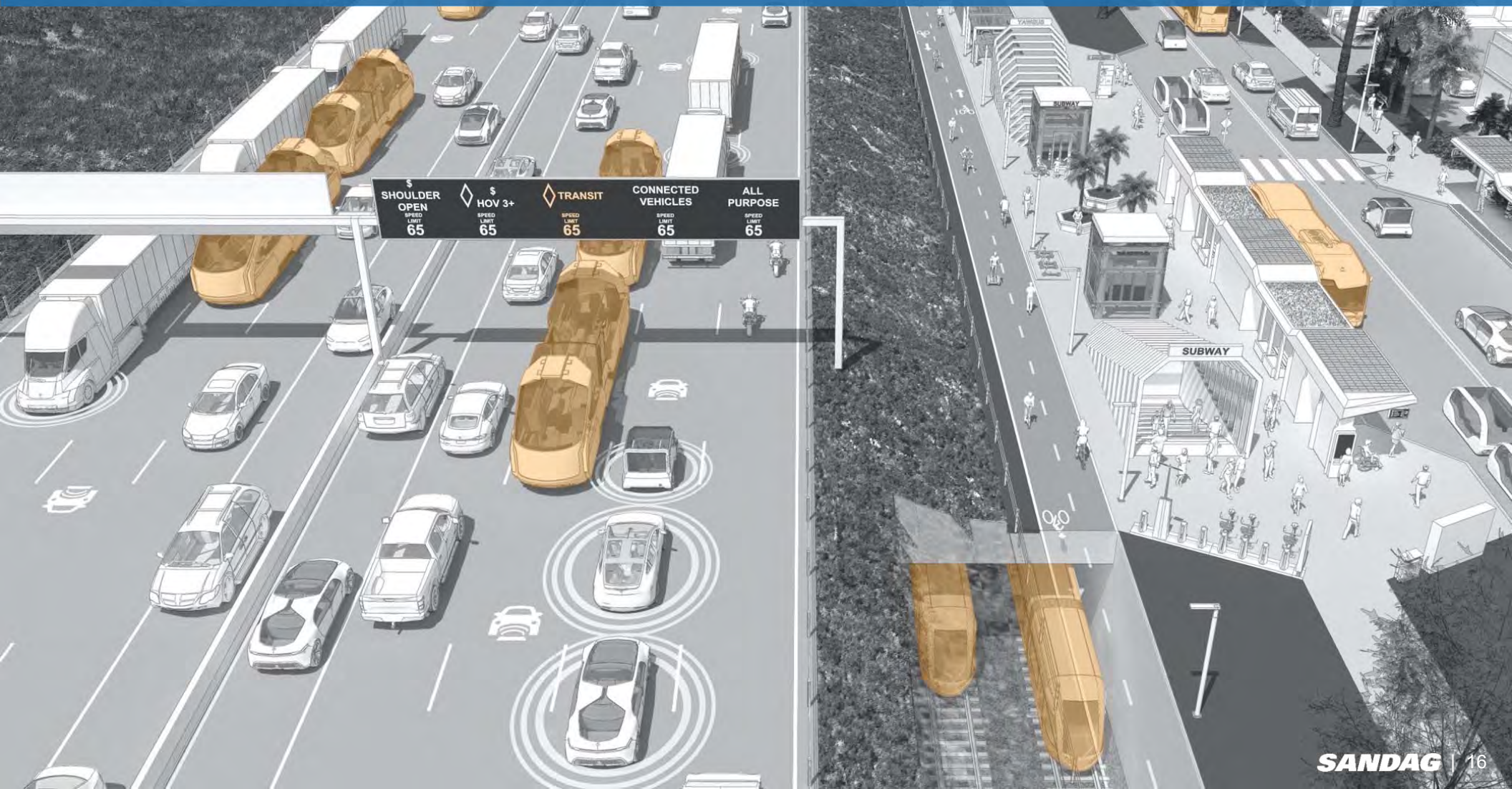
Flexible Fleets



Complete Corridors



Transit Leap

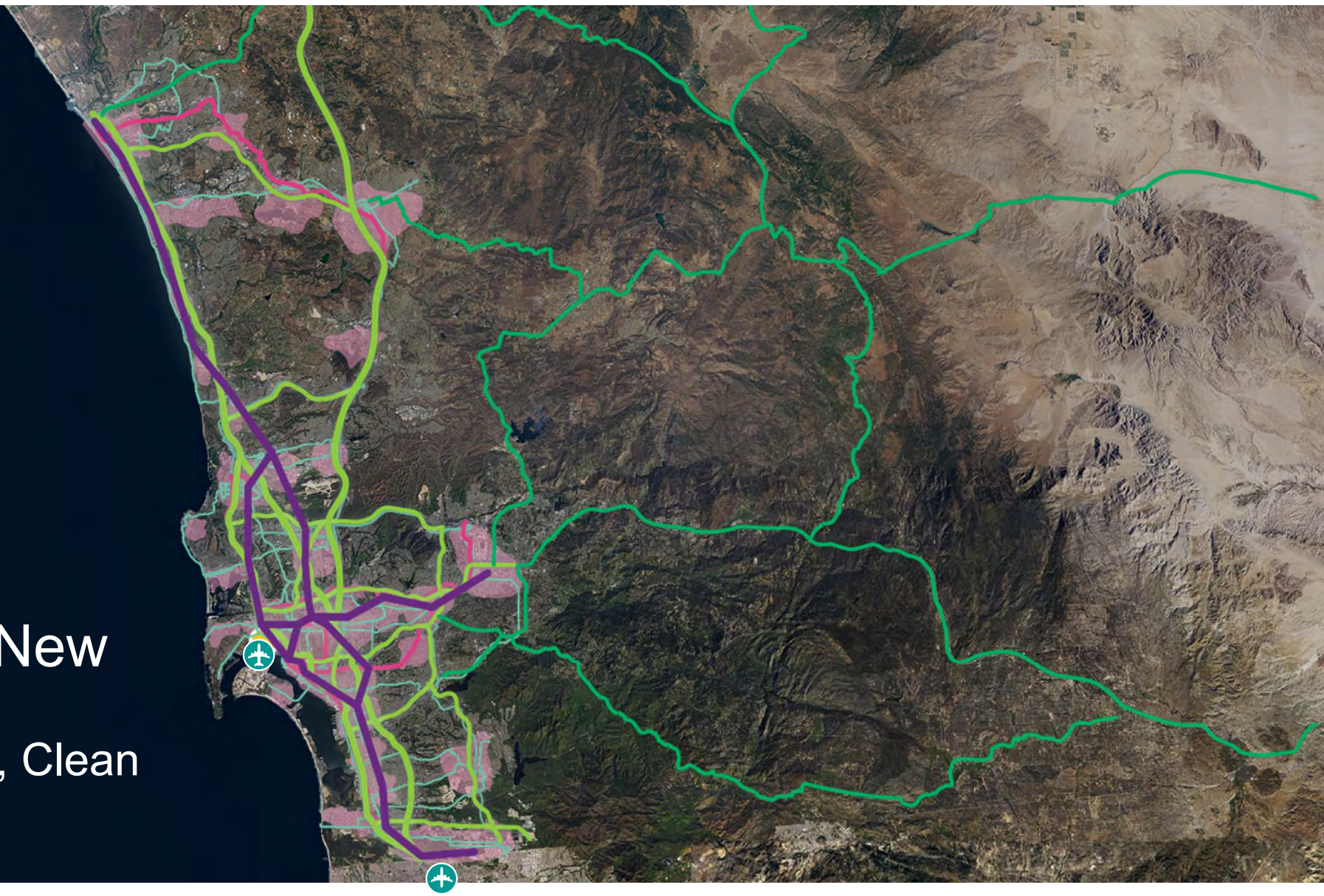


SHOULDER OPEN	HOV 3+	TRANSIT	CONNECTED VEHICLES	ALL PURPOSE
SPEED LIMIT 65	SPEED LIMIT 65	SPEED LIMIT 65	SPEED LIMIT 65	SPEED LIMIT 65

Next OS

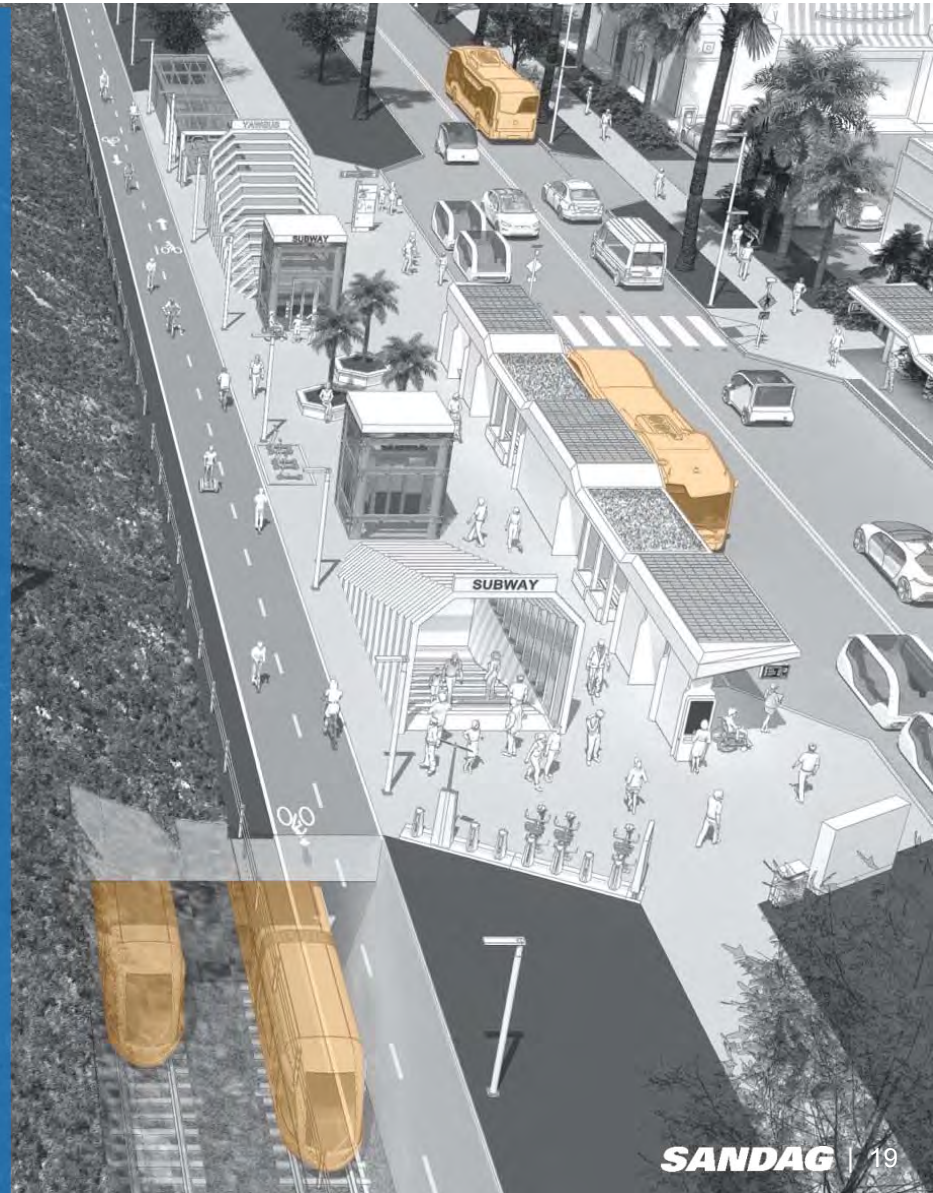


A Bold New
Vision
Fast, Fair, Clean

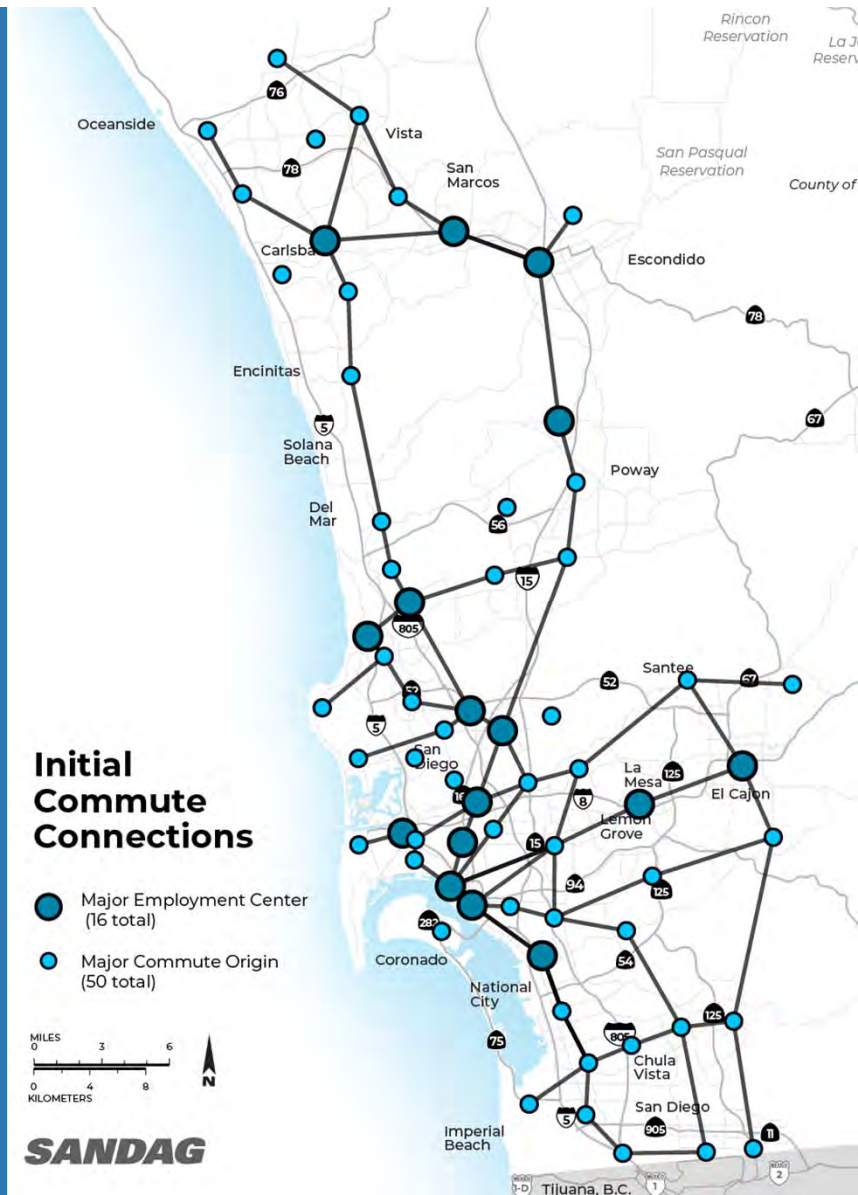


Transit Leap

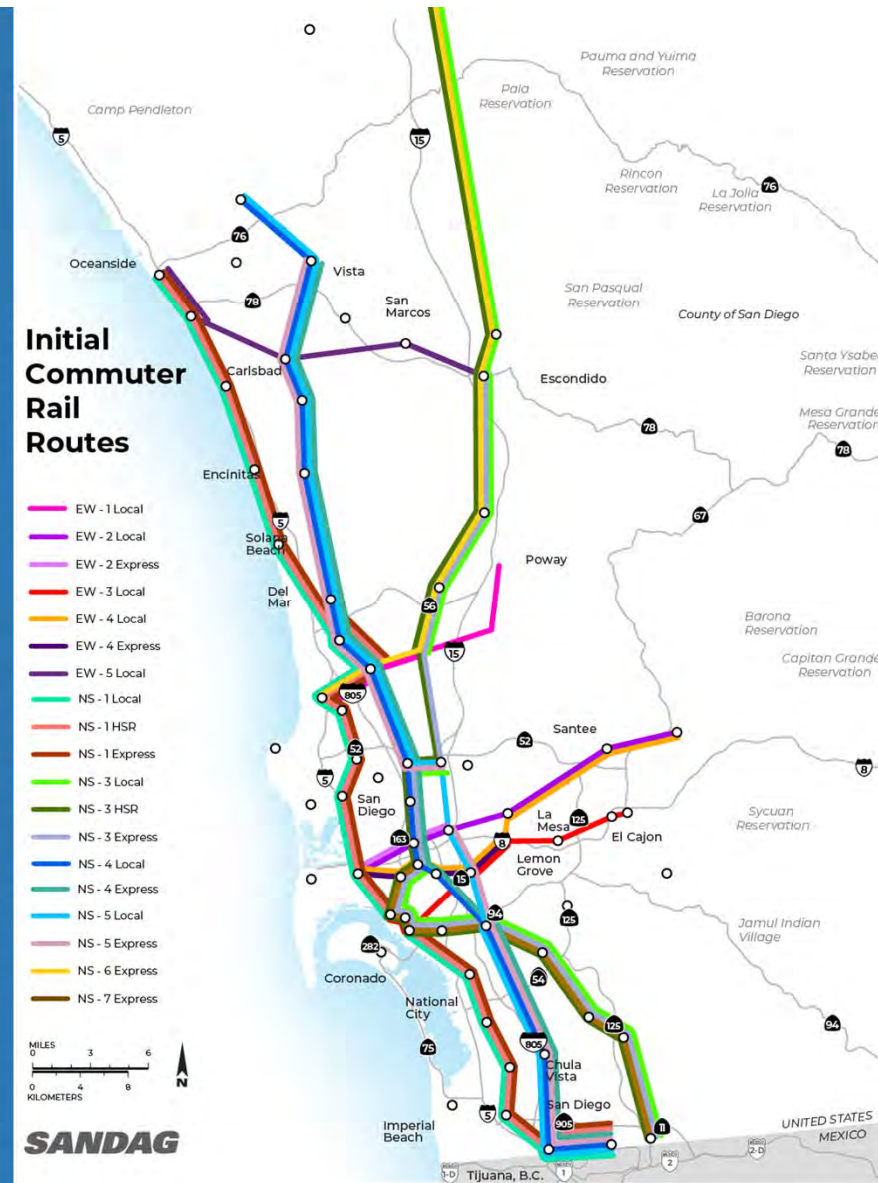
SHOULDER OPEN	HOV 3+	TRANSIT	CONNECTED VEHICLES	ALL PURPOSE
65	65	65	65	65



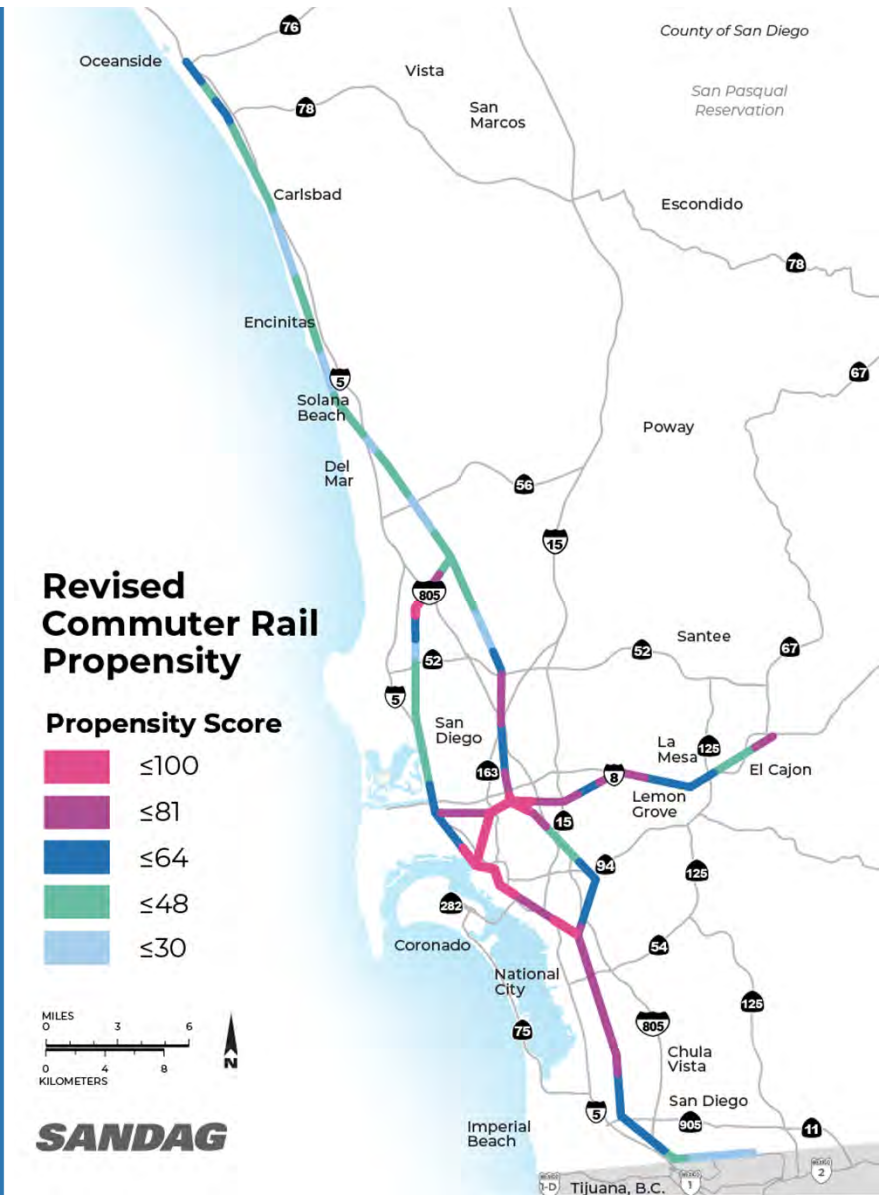
Data connects employment centers with areas that have the highest concentration of commute origins, revealing potential connections



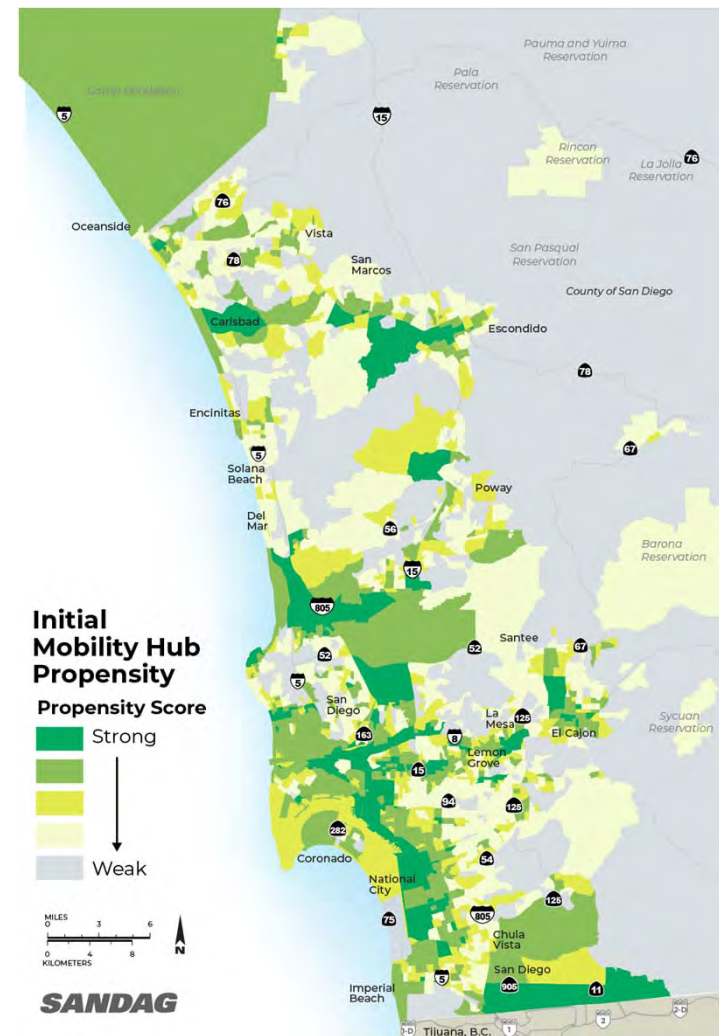
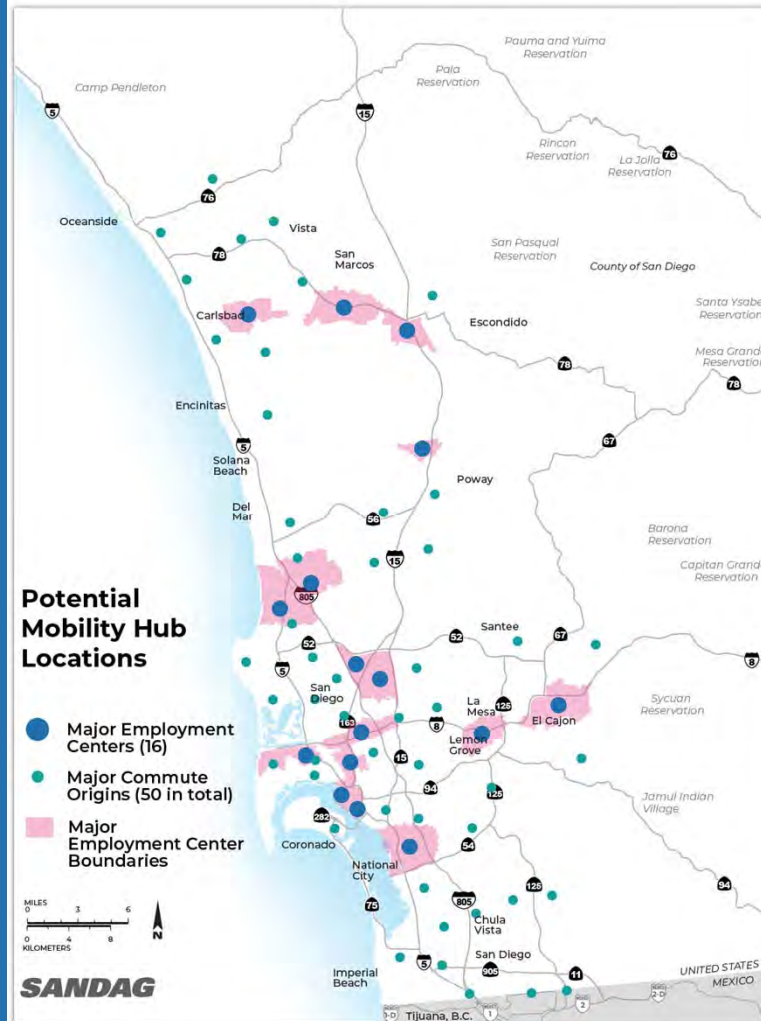
21



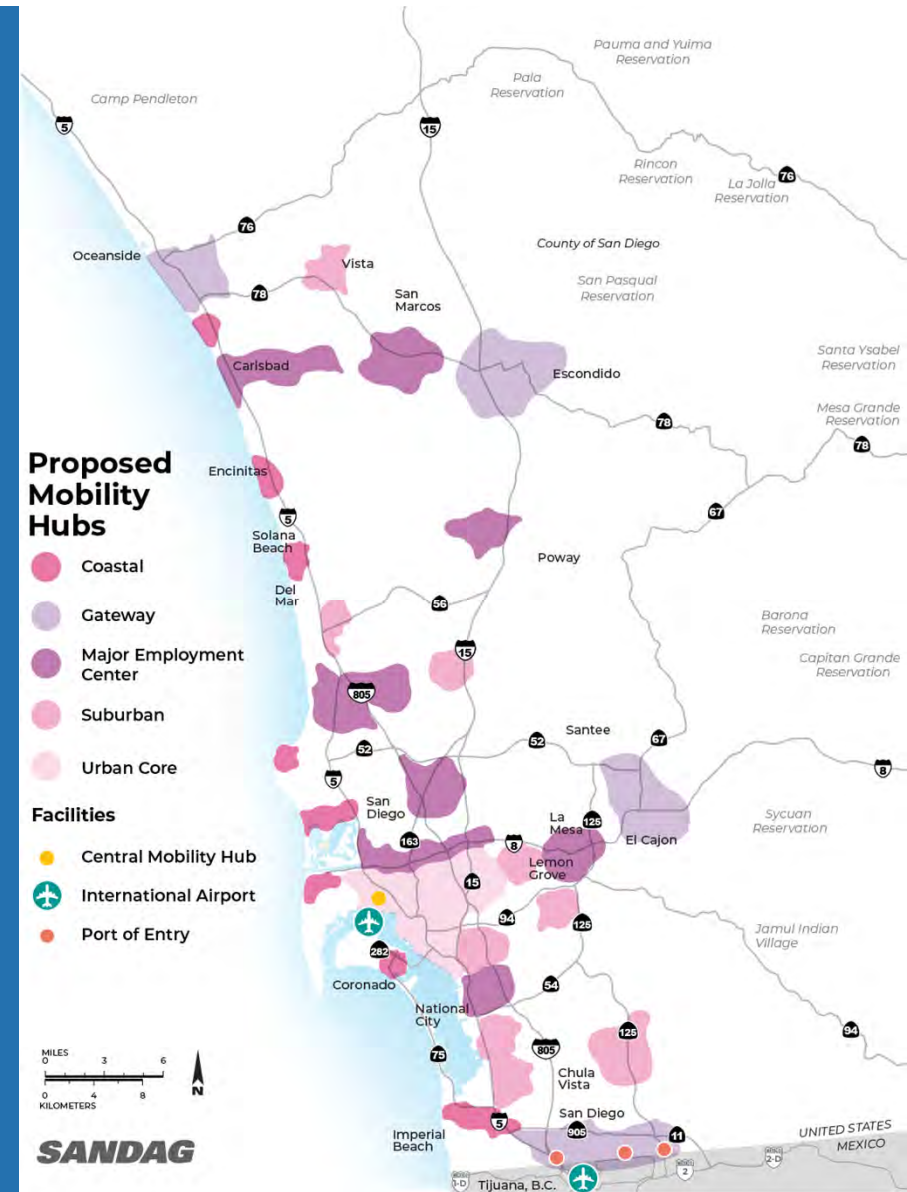
Refining Proposed Commuter Rail Routes



Developing the Mobility Hub Network



Proposed Regional Mobility Hub Network



Flexible Fleet Services



Micromobility

Low-speed devices



Ridehail & Carshare

On-demand vehicles



Rideshare

Shared rides



Microtransit

On-demand shuttles



Last Mile Delivery

Ground and aerial
package delivery



Flexible Fleets operate everywhere

Services could
thrive in urban,
suburban, and
rural settings



Next Steps

2020

FALL 2020
**Modeling and
Environmental
Analysis**

NOVEMBER
19, 2020
**SD-
LOSSAN
Regional
Rail
Corridor
Study**

2021

SPRING 2021
**Release
Draft Plan**

FALL 2021
**Adopt a 2021
Regional Plan**

An aerial photograph of San Diego, California, showing the coastline, the city skyline, and the surrounding landscape. The image is split vertically into two halves, with the left half showing a more urban area and the right half showing a more coastal area. The sky is blue with some clouds.

San Diego **FORWARD** ***SANDAG***

A Transformative Transportation Vision

SDForward.com



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

Agenda Item No. 46

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 15, 2020

SUBJECT:

FISCAL YEAR (FY) 2020 PERFORMANCE MONITORING REPORT (DENIS
DESMOND, MIKE WYGANT, WAYNE TERRY)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

MTS Board Policy No. 42, "Transit Service Evaluation and Adjustment", establishes a process for evaluating existing transit services to achieve the objective of developing a customer-focused, competitive, integrated, and sustainable system. Additionally, federal Title VI guidance requires that certain performance measures be evaluated and reported to the Board periodically.

Staff from the Planning and Scheduling Department will provide a summary of fiscal year 2020 service performance, including impacts from the COVID-19 pandemic. Staff from the Rail and Bus Operating Divisions will also provide a summary of significant operational events and highlights from fiscal year 2020.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. FY 2020 Performance Monitoring Report

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



San Diego Metropolitan Transit System
POLICY 42 PERFORMANCE MONITORING REPORT
FY 2020: JULY 2019 - JUNE 2020

Date: 10/8/20 rev

Att. A, AI 46, 10/15/2020

OBJECTIVE | Develop a Customer-Focused and Competitive System

The following measures of productivity and service quality are used to ensure that services are focused on providing competitive and attractive transportation that meets our customers' needs.

Total Passengers

Route Categories	FY 2018	FY 2019	FY 2020	# Change		% Change	
				FY18 - FY19	FY19 - FY20	FY18 - FY19	FY19 - FY20
Urban Frequent	29,510,050	30,415,325	24,452,815	905,275	(5,962,510)	3.1%	-19.6%
Urban Standard	9,265,348	7,454,910	6,129,760	(1,810,438)	(1,325,150)	-19.5%	-17.8%
Rapid	6,002,999	6,504,970	5,772,834	501,971	(732,136)	8.4%	-11.3%
Express	2,096,249	2,008,630	1,590,269	(87,619)	(418,361)	-4.2%	-20.8%
Circulator	670,006	821,636	669,608	151,630	(152,028)	22.6%	-18.5%
Premium/Rapid Express	283,135	281,240	207,372	(1,895)	(73,868)	-0.7%	-26.3%
Rural	80,771	84,552	54,435	3,781	(30,117)	4.7%	-35.6%
Fixed-Bus Subtotal	47,908,558	47,571,263	38,877,093	(337,295)	(8,694,170)	-0.7%	-18.3%
Light Rail (Blue, Orange, Green)	36,979,119	37,274,030	31,991,303	294,911	(5,282,727)	0.8%	-14.2%
Light Rail (Silver)	16,082	19,727	11,724	3,645	(8,003)	22.7%	-40.6%
Light Rail Subtotal	36,995,201	37,293,757	32,003,027	298,556	(5,290,730)	0.8%	-14.2%
ALL Fixed Route	84,903,759	84,865,020	70,880,120	(38,739)	(13,984,900)	0.0%	-16.5%
Demand-Resp. (MTS Access)	505,973	423,212	282,578	(82,761)	(140,634)	-16.4%	-33.2%
Demand-Resp. (Access Taxi)	-	69,263	61,382	69,263	(7,881)	100.0%	-11.4%
Demand-Resp. Subtotal	505,973	492,475	343,960	(13,498)	(148,515)	-2.7%	-30.2%
System	85,409,732	85,357,495	71,224,080	(52,237)	(14,133,415)	-0.1%	-16.6%

NOTES: After three years of ridership declines since an FY 2015 peak, overall passenger levels increased by 2.8% in the first six months of FY 2020 over the same period in FY 2019. **MTS was on track to carry nearly 89 million passengers in FY 2020**, but the impacts of Covid-19 resulted in a year-over-year decline of 14.1 million riders. This loss of passengers reverberates through many of the performance metrics below.

Average Weekday Passengers

Route Categories	FY 2018	FY 2019	FY 2020	# Change		% Change	
				FY18 - FY19	FY19 - FY20	FY18 - FY19	FY19 - FY20
Urban Frequent	96,883	99,521	78,864	2,638	(20,657)	2.7%	-20.8%
Urban Standard	31,423	25,567	20,771	(5,856)	(4,796)	-18.6%	-18.8%
Rapid	19,823	21,678	19,026	1,856	(2,652)	9.4%	-12.2%
Express	7,623	7,247	5,671	(376)	(1,576)	-4.9%	-21.7%
Circulator	2,564	2,947	2,393	384	(554)	15.0%	-18.8%
Premium/Rapid Express	1,117	1,112	813	(5)	(298)	-0.4%	-26.8%
Rural	319	334	213	15	(121)	4.7%	-36.1%
Fixed-Bus Subtotal	159,751	158,406	127,752	(1,345)	(30,654)	-0.8%	-19.4%
Light Rail (Blue, Orange, Green)	113,370	114,624	98,190	1,253	(16,434)	1.1%	-14.3%
Light Rail (Silver)	103	83	79	(20)	(4)	-19.7%	-4.6%
Light Rail Subtotal	113,473	114,706	98,269	1,233	(16,437)	1.1%	-14.3%
ALL Fixed Route	273,224	273,112	226,021	(112)	(47,091)	0.0%	-17.2%
Demand-Resp. (MTS Access)	1,815	1,523	1,004	(292)	(520)	-16.1%	-34.1%
Demand-Resp. (Access Taxi)	-	231	202	231	(29)	100.0%	-12.7%
Demand-Resp. Subtotal	1,815	1,754	1,205	(61)	(549)	-3.4%	-31.3%
System	275,039	274,866	227,226	(173)	(47,640)	-0.1%	-17.3%

NOTES: Similar to the overall passenger figures, **average weekday ridership increased by 2.5% in the first six months of FY 2020**, but Covid-19 impacts reduced MTS' overall fiscal year weekday average by nearly 50 thousand passengers. After a low point in mid-April 2020 of under 65 thousand daily riders, by the end of June 2020 the average weekday ridership had risen back up to over 110 thousand passengers.

San Diego Metropolitan Transit System
POLICY 42 PERFORMANCE MONITORING REPORT
FY 2020: JULY 2019 - JUNE 2020

Date: 10/8/20 rev

Att. A, AI 46, 10/15/2020

Passengers per Revenue Hour

The 'passengers per revenue hour' metric shows how any added or removed **revenue hours** (in-service hours plus layover hours) relate to ridership increases or decreases. Increasing riders per revenue hour would indicate that the system is more efficient, for example, carrying more passengers with the same number of buses.

Route Categories	FY 2018	FY 2019	FY 2020	% Change	
				FY18 - FY19	FY19 - FY20
Urban Frequent	28.2	26.8	22.6	-4.9%	-15.5%
Urban Standard	21.1	18.8	15.4	-10.9%	-18.0%
Rapid	32.5	31.4	26.3	-3.4%	-16.1%
Express	25.1	25.4	20.9	0.9%	-17.6%
Circulator	12.9	13.3	11.2	3.0%	-15.3%
Premium/Rapid Express	24.3	24.0	21.1	-1.2%	-12.0%
Rural	13.1	15.8	10.6	20.1%	-32.6%
Fixed-Bus Subtotal	26.3	25.1	21.0	-4.5%	-16.1%
Light Rail (Blue, Orange, Green)	215.4	216.7	180.9	0.6%	-16.5%
Light Rail (Silver)	23.6	21.6	19.5	-8.3%	-9.8%
Light Rail Subtotal	214.6	215.7	180.4	0.5%	-16.4%
ALL Fixed Route	42.5	41.0	35.0	-3.6%	-14.6%
Demand-Resp. (MTS Access)	2.0	2.0	1.8	0.1%	-8.3%
Demand-Resp. (Access Taxi)		3.32	3.3	100.0%	-0.9%
Demand-Resp. Subtotal	2.0	2.1	2.0	6.0%	-6.0%
System	38.0	37.1	32.4	-2.4%	-12.6%

NOTES: This metric is driven by overall ridership, so Covid-19 also negatively impacted this productivity measure. **Systemwide 'passengers per revenue hour' increased in the first six months of FY 2020 to 38.0**, but the ridership drop in the last four months of the year reduced the annual average by 12.6% compared to the year before.

Light Rail uses 'train' (not 'car') revenue hours to calculate Passengers per Revenue Hour.

Weekday Passengers per In-Service Hour

The 'passengers per in-service hour' measure is related to the above 'passengers per revenue hour,' but shows how many passengers are carried while the vehicle is in-service picking up passengers, excluding layover time. Analyzing this figure helps MTS to understand how effective it is at providing the right level of service (instead of how efficiently MTS is grouping trips and breaks together for a vehicle to operate [revenue hours]).

Route Categories	FY 2018	FY 2019	FY 2020	% Change	
				FY18 - FY19	FY19 - FY20
Urban Frequent	28.6	33.8	28.8	18.1%	-14.7%
Urban Standard	21.3	26.1	21.2	22.4%	-18.7%
Rapid	34.7	41.3	35.0	19.1%	-15.2%
Express	26.2	33.4	27.4	27.7%	-18.1%
Circulator	12.8	17.4	14.8	35.7%	-15.0%
Premium/Rapid Express	24.2	26.6	23.5	9.9%	-11.9%
Rural	13.1	15.8	10.6	20.1%	-32.6%
Fixed-Bus Subtotal	26.6	32.3	27.3	21.4%	-15.6%
Light Rail (Blue, Orange, Green)	258.0	260.9	216.4	1.1%	-17.1%
Light Rail (Silver)	39.1	23.6	23.2	-39.6%	-1.8%
Light Rail Subtotal	257.6	260.6	216.2	1.2%	-17.0%
ALL Fixed Route	42.4	51.1	44.0	20.5%	-14.0%
Demand-Resp. (MTS Access)	2.0	2.0	1.9	N/A	N/A
Demand-Resp. (Access Taxi)	-	3.2	3.2	N/A	N/A
Demand-Resp. Subtotal	2.0	2.1	2.0	N/A	N/A
System	37.5	44.6	39.6	18.9%	-11.3%

NOTES: This metric followed the same trends as 'passengers per revenue hour.' **The figure increased by almost two percent in the first six months of FY 2020**, but the ridership drop in the last four months of the year reduced the annual average by over 11 percent compared to the year before.

Light Rail uses 'train' (not 'car') in-service hours to calculate Weekday Passengers per In-Service Hour.

San Diego Metropolitan Transit System
POLICY 42 PERFORMANCE MONITORING REPORT
FY 2020: JULY 2019 - JUNE 2020

Date: 10/8/20 rev

Att. A, AI 46, 10/15/2020

On-Time Performance

On-time performance (OTP) is measured at each bus timepoint for every trip; buses departing timepoints within 0-5 minutes of the scheduled time are considered to be "on-time." Trolley trips arriving at their end terminal within 0-5 minutes of the scheduled time are considered to be "on-time." OTP is measured by service change period in order to show the results of scheduling changes. MTS' goal for on-time performance is 85% for Urban Frequent and Rapid bus routes, and 90% for Trolley and all other bus route categories. Each route is continually evaluated to determine if performance below the target is a result of issues that MTS controls, such as driver performance or scheduling, or situations outside MTS' direct control, such as construction, traffic congestion, and passenger issues. **Performance of fixed bus routes is heavily impacted by construction, stop signs and stop lights, and traffic when they travel through high density corridors.**

Route Categories	Service Change Period					GOAL
	Sept. 2018	Jan. 2019	June 2019	Sept. 2019	Jan. 2020	
Urban Frequent	82.5%	83.1%	83.5%	82.1%	86.6%	85.0%
Urban Standard	84.8%	86.0%	87.7%	86.2%	89.3%	90.0%
Rapid	83.3%	85.0%	87.5%	85.1%	88.1%	85.0%
Express	78.2%	79.3%	82.9%	82.3%	88.5%	90.0%
Circulator	87.5%	86.9%	85.1%	85.8%	88.1%	90.0%
Premium/Rapid Express	83.9%	85.1%	86.0%	82.0%	86.8%	90.0%
Rural	N/A	N/A	N/A	N/A	N/A	
Demand-Resp. (Access & Taxi)	N/A	N/A	N/A	N/A	N/A	
Light Rail (Blue, Orange, Green)	94.6%	93.8%	93.6%	92.6%	96.3%	90.0%
Light Rail (Silver)	98.8%	99.3%	98.3%	99.0%	99.6%	90.0%
System	84.0%	84.7%	85.6%	84.0%	88.4%	

NOTES: Less traffic congestion and fewer passengers in the second half of FY 2020, due to Covid-19, resulted in improved on-time performance across-the-board for MTS services. The January 2020 service change period includes several weeks before the Covid-19 shutdown, but by the end of FY 2020 every route category had met or exceeded its goal.

Preventable Accidents per 100,000 Miles

Preventable accidents are defined as those in which MTS safety staff determined that the bus or train operator did not do everything possible to avoid an accident. It does not necessarily indicate that the MTS operator was at-fault or cited.

Operator	FY 2018	FY 2019	FY 2020
MTS Directly-Operated Bus	1.16	1.09	0.91
MTS Contracted Fixed-Route Bus	1.19	1.24	1.36
Demand-Resp. (Access & Taxi)	1.28	0.76	0.51
MTS Rail	0.06	0.03	0.03

NOTES: In FY 2020, all modes maintained or improved on their FY 2019 preventable accident rate except for contracted fixed-route bus services, which showed a slight increase.

San Diego Metropolitan Transit System
POLICY 42 PERFORMANCE MONITORING REPORT
FY 2020: JULY 2019 - JUNE 2020

Date: 10/8/20 rev

Att. A, AI 46, 10/15/2020

Mean Distance Between Failures (MDBF)

In this metric, a higher number is better: it means the fleet is traveling farther between breakdowns. Consistent with the National Transit Database definition, a "failure" is a mechanical failure of a vehicle that prevents the start or completion of a trip due to safety, because vehicle movement is limited, or because policy requires removal from service. The average age of each mode's fleet from year to year impacts the annual change in MDBF.

Operator	FY 2018	FY 2019	FY 2020	% Change	
				FY18 - FY19	FY19 - FY20
MTS Directly-Operated Bus	10,980	3,937	4,816	-64.1%	22.3%
MTS Contracted Fixed-Route Bus	7,775	7,221	6,530	-7.1%	-9.6%
Demand-Resp. (Access & Taxi)	58,393	40,712	39,056	-30.3%	-4.1%
MTS Rail	9,239	10,392	12,874	12.5%	23.9%

NOTES: The accounting of mechanical failures for Directly-Operated Bus services changed from FY 2018 to FY 2019 for consistency with federal reporting definitions.

Complaints per 100,000 Passengers

This metric utilizes data from MTS' Customer Resource Management system, which tracks our customer service contacts.

Operator	FY 2018	FY 2019	FY 2020	% Change	
				FY18 - FY19	FY19 - FY20
MTS Directly-Operated Bus	4.7	5.3	5.5	11.7%	4.2%
MTS Contracted Fixed-Route Bus	5.8	7.3	9.5	24.3%	30.4%
Demand-Resp. (Access & Taxi)	106.5	112.1	145.4	5.2%	29.7%
MTS Rail	1.4	1.5	1.5	12.3%	-4.2%
System	4.2	4.8	5.6	15.3%	15.5%

NOTES: The FY 2020 complaint rate was on-par or slightly above FY 2019 for the first part of the year. However, in the last four months of FY 2020, complaints did not decrease at the same rate as ridership which caused the rate to spike on some modes, especially since Covid-19 generated new types of complaints related to crowding, passenger behavior, and rear-door boarding.

OBJECTIVE | Develop a Sustainable System

The following measures are used to ensure that transit resources are deployed efficiently and do not exceed budgetary constraints. These resources may be increased over the budgeted amounts in order to respond to heavy passenger loads, special events, or unplanned detours due to construction or route changes. They may be lower than budgeted if underperforming services are reduced, or if not all of the planned capacity is required to meet the ridership demand.

Revenue Hours

Operator	FY20 Budget	FY20 Actual	# Diff	% Diff
MTS Directly-Operated Bus	826,528	781,729	(44,799)	-5.4%
MTS Contracted Fixed-Route Bus	1,111,922	1,065,845	(46,077)	-4.1%
Demand-Resp (Access & Taxi)	219,978	171,400	(48,578)	-22.1%
MTS Rail	483,176	508,259	25,083	5.2%
System	2,641,604	2,527,233	(114,371)	-4.3%

NOTES: Trolley service increases implemented in January 2020 added overall annual miles and hours. Otherwise, reductions in all services between April and June 2020 due to Covid-19 impacts resulted in fewer miles and hours operated than budgeted. The demand-response MTS Access service had the largest drop in hours and miles compared to budget, as its service level is directly tied to [lower] ridership.

MTS Rail shows '**car**' (not 'train') revenue hours and miles for budget and actual.

Revenue Miles

Operator	FY20 Budget	FY20 Actual	# Diff	% Diff
MTS Directly-Operated Bus	9,784,494	9,236,042	(548,452)	-5.6%
MTS Contracted Fixed-Route Bus	11,707,356	11,182,076	(525,280)	-4.5%
Demand-Resp (Access & Taxi)	4,266,950	3,302,697	(964,253)	-22.6%
MTS Rail	8,820,704	9,210,076	389,372	4.4%
System	34,579,504	32,930,893	(1,648,611)	-4.8%

NOTES: See notes above for Revenue Hours.

San Diego Metropolitan Transit System
POLICY 42 PERFORMANCE MONITORING REPORT
FY 2020: JULY 2019 - JUNE 2020

Date: 10/8/20 rev

Att. A, AI 46, 10/15/2020

Scheduled Weekday Peak-Vehicle Requirement

This measure shows the maximum number of vehicles that are on the road at any one time (a weekday peak period) in order to provide the levels of service that have been scheduled.

Operator	June 2019	June 2020	% Change FY19 - FY20
MTS Directly-Operated Bus	214	209	(5)
MTS Contracted Fixed-Route Bus	307	290	(17)
MTS Rail	97	103	6

NOTES: Trolley's peak car requirement increased during FY 2020 up to 103 with two Orange Line peak trips added midyear, but these were removed in April due to ridership reductions related to Covid-19. Peak bus requirements are down in June 2020 primarily due to reduced service on the commute-oriented Interstate 15 Rapid Express routes. Also, extra summer service typically provided on beach-area bus routes wasn't added in Summer 2020 due to beach closures and reduced demand.

Scheduled In-Service Speed (MPH) (Weekday)

Operator	June 2019	June 2020	% Change FY19 - FY20
MTS Directly-Operated Bus	14.7	14.7	0.0%
MTS Contracted Fixed-Route Bus	13.8	13.6	-1.4%
MTS Rail	18.3	18.2	-0.5%

NOTES: In-service speeds have remained relatively flat year-over-year.

Scheduled In-Service Miles/Total Miles (Weekday)

The 'in-service miles per total miles' ratio is only calculated for MTS in-house operations, as contractors are responsible for bus and driver assignments (runcutting) for MTS Contract Services.

Operator	June 2019	June 2020	% Change FY19 - FY20
MTS Directly-Operated Bus	87.6%	87.6%	0.0%
MTS Contracted Fixed-Route Bus	N/A	N/A	N/A
MTS Rail	97.9%	98.5%	0.6%

NOTES: Efficiency of scheduling has kept the ratio generally consistent over time.

Scheduled In-Service Hours/Total Hours (Weekday)

As with the mileage statistic, 'in-service hours' per total hours are only calculated for MTS in-house operations.

Operator	June 2019	June 2020	% Change FY19 - FY20
MTS Directly-Operated Bus	76.3%	76.5%	0.3%
MTS Contracted Fixed-Route Bus	N/A	N/A	N/A
MTS Rail (Layover Included)	97.9%	97.3%	-0.6%

NOTES: Efficiency of scheduling has kept the ratio generally consistent over time.

San Diego Metropolitan Transit System
POLICY 42 PERFORMANCE MONITORING REPORT
FY 2020: JULY 2019 - JUNE 2020

Date: 10/8/20 rev

Att. A, AI 46, 10/15/2020

Farebox Recovery

This metric measures the percent of total operating cost recovered through fare revenue. The Transportation Development Act (TDA) has a requirement of 31.9 percent system-wide for fixed-route services (excluding regional routes which have a 20% requirement).

Operator	FY 2018	FY 2019	FY 2020	% Change	
				FY18 - FY19	FY19 - FY20
MTS Directly-Operated Bus	29.3%	22.5%	19.3%	-23.2%	-14.2%
MTS Contracted Fixed-Route Bus	49.8%	36.0%	28.4%	-27.7%	-21.1%
MTS Rail	49.6%	51.6%	41.1%	-2.7%	-20.4%
ALL Fixed Route	36.2%	35.8%	29.1%	-1.1%	-18.6%
Demand-Resp (Access & Taxi)	12.9%	14.8%	14.9%	-7.9%	1.0%
System	34.4%	34.3%	28.3%	-0.3%	-17.4%

For the first half of FY 2020, MTS' fixed-route farebox recovery percentage was 35.2%, well above the TDA requirement and an improvement over FY 2019. However, ridership and revenue losses in the second half of FY 2020 due to Covid-19 reduced this figure to 28.3%. MTS' cost recovery percentage still remains among the highest in the state. The role of public transportation has expanded since the TDA requirement was added in 1978, including added goals of improving social equity and reducing greenhouse gas emissions. In recognition of this, there are proposed reforms to the TDA legislation that include replacing the farebox recovery requirement with efficiency targets.

Subsidy Per Passenger

This metric is the amount of public subsidy required to provide service for each unlinked passengers boarding (measured as total operating cost minus fare revenue, divided by total passengers). MTS' goal is to improve route-category average year-over-year.

Route Categories	FY 2018	FY 2019	FY 2020	% Change	
				FY18 - FY19	FY19 - FY20
Urban Frequent	\$ 2.26	\$ 2.34	\$ 3.18	3.5%	36.0%
Urban Standard	\$ 2.11	\$ 2.60	\$ 3.60	23.2%	38.6%
Rapid	\$ 2.72	\$ 2.82	\$ 3.86	3.7%	36.8%
Express	\$ 3.87	\$ 3.72	\$ 5.13	-3.9%	37.9%
Circulator	\$ 3.08	\$ 3.05	\$ 3.89	-1.0%	27.5%
Premium/Rapid Express	\$ 4.27	\$ 4.83	\$ 7.21	13.1%	49.3%
Rural	\$ 8.49	\$ 8.43	\$ 14.55	-0.7%	72.6%
Fixed-Bus Subtotal	\$ 2.39	\$ 2.54	\$ 3.48	6.3%	37.0%
Light Rail (Blue, Orange, Green)	\$ 1.07	\$ 1.05	\$ 1.63	-1.9%	55.0%
Light Rail (Silver)	\$ 18.42	\$ 20.67	\$ 24.54	12.2%	18.7%
Light Rail Subtotal	\$ 1.08	\$ 1.06	\$ 1.64	-1.9%	54.3%
ALL Fixed Route	\$ 1.82	\$ 1.89	\$ 2.65	3.8%	40.0%
Demand-Resp. (MTS Access)	\$ 34.62	\$ 36.26	\$ 43.32	4.7%	19.5%
Demand-Resp. (Access Taxi)	\$ -	\$ 19.94	\$ 21.86	100.0%	9.6%
Demand Response Subtotal	\$ 34.62	\$ 33.97	\$ 39.49	-1.9%	16.2%
System	\$ 2.01	\$ 2.07	\$ 2.82	3.0%	36.5%

For the first half of FY 2020, MTS' subsidy per passenger was \$2.13, increasing slightly approximately in line with inflation. However, ridership and revenue losses in the second half of FY 2020 due to Covid-19 caused this figure to jump to \$2.82 for the whole fiscal year.

Att A, AI 46, 10/15/2020

BASE STATISTICS													TITLE VI MONITORING ~									
Route	Cat	Jurisdiction (#-SD Dist.)	Annual Passengers	FY19-20 % Change	Avg. Wkdy. Psgs.	Psgrs./ Rev. Hr.	Cost/ Psgr.	Average Fare	Subsidy/ Psgr.	Farebox Recovery	Budgeted Rev.Svc.		Route	Minority Route	On-Time Perf.		Weekday Headway			Vehicle Load Factor ~		
											Hours	Miles			Goal/	Actual	Goal/	Peak	Base	Goal	% trips over VLF	> 20%?
Blue	LRT	3,8,NC,CV	15,722,390	(13.8%)	49,335	243.1	\$ 2.06	\$ 1.14	\$ 0.92	55.3%	59,607	1,067,124	Blue	✓	90%	92%	15 min.	7.5	15	3.00	0%	No
Orange	LRT	3,4,8,9,LG,LM,EC	7,054,474	(15.5%)	21,983	142.3	\$ 4.44	\$ 1.14	\$ 3.30	25.6%	49,239	873,929	Orange	✓	90%	94%	15 min.	15	15	3.00	0%	No
Green	LRT	2,3,7,9,LM,EC,ST	9,214,439	(13.7%)	26,873	147.2	\$ 2.69	\$ 1.14	\$ 1.55	42.3%	63,208	1,206,964	Green		90%	94%	15 min.	15	15	3.00	0%	No
Silver	LRT	3	11,724	(40.6%)	79	19.5	\$ 25.64	\$ 1.10	\$ 24.54	4.3%	912	5,708	Silver		90%	100%	15 min.	30	30	3.00	0%	No
1	Frq	3,7,9,LM	970,194	(12.3%)	3,137	20.4	\$ 3.03	\$ 1.00	\$ 2.03	33.1%	49,750	445,286	1		85%	86%	15 min.	15	15	1.50	0%	No
2	Frq	3	667,428	(21.1%)	2,152	20.5	\$ 6.39	\$ 1.08	\$ 5.31	16.8%	34,688	269,337	2		85%	89%	15 min.	12	15	1.50	0%	No
3	Frq	3,4,8,9	1,257,777	(20.3%)	4,123	24.7	\$ 2.14	\$ 1.03	\$ 1.12	47.9%	54,188	421,851	3	✓	85%	83%	15 min.	12	12	1.50	0%	No
4	Std	3,4,8,9	539,162	(21.1%)	1,716	23.2	\$ 5.64	\$ 1.02	\$ 4.62	18.0%	23,510	248,521	4	✓	85%	88%	30 min.	30	30	1.50	0%	No
5	Frq	3,4,8,9	578,330	(23.0%)	1,935	24.9	\$ 2.14	\$ 1.03	\$ 1.11	47.9%	25,183	198,680	5	✓	85%	90%	15 min.	12	12	1.50	0%	No
6	Frq	3,7	280,719	(21.5%)	882	15.6	\$ 8.38	\$ 1.09	\$ 7.29	13.0%	18,443	160,287	6		85%	90%	15 min.	15	15	1.50	0%	No
7	Frq	3,4,9	1,838,376	(15.5%)	5,525	25.6	\$ 5.11	\$ 1.01	\$ 4.10	19.8%	74,675	575,342	7	✓	85%	88%	15 min.	10	10	1.50	0%	No
8	Frq	2,3	344,506	(17.9%)	908	18.5	\$ 7.08	\$ 1.01	\$ 6.07	14.3%	19,235	198,815	8		85%	91%	15 min.	20	20	1.50	0%	No
9	Frq	2,3	300,845	(22.6%)	900	18.4	\$ 7.09	\$ 1.04	\$ 6.05	14.7%	17,029	178,133	9		85%	91%	15 min.	20	20	1.50	0%	No
10	Frq	2,3,4,9	943,797	(19.7%)	3,040	25.0	\$ 5.22	\$ 1.04	\$ 4.18	20.0%	39,967	368,175	10		85%	89%	15 min.	12	15	1.50	0%	No
11	Frq	3,9	570,331	(19.2%)	1,852	16.5	\$ 7.94	\$ 1.08	\$ 6.86	13.6%	37,507	371,528	11		85%	87%	15 min.	15	15	1.50	0%	No
12	Frq	3,4,8,9	966,552	(15.4%)	3,115	23.5	\$ 5.58	\$ 1.04	\$ 4.54	18.6%	43,552	421,752	12	✓	85%	90%	15 min.	7.5/15	15	1.50	0%	No
13	Frq	4,7,9,NC	1,537,853	(15.7%)	5,005	27.7	\$ 4.73	\$ 1.02	\$ 3.70	21.6%	59,977	595,121	13	✓	85%	90%	15 min.	12	12	1.50	0%	No
14	Circ	7,9,LM	42,258	(14.9%)	166	6.5	\$ 8.05	\$ 1.08	\$ 6.97	13.4%	6,477	63,732	14		90%	85%	60 min.	60	60	1.00	0%	No
18	Circ	3,7	21,776	(18.4%)	86	8.2	\$ 6.38	\$ 1.04	\$ 5.34	16.3%	2,644	39,925	18		90%	91%	60 min.	30	30	1.00	0%	No
20	Exp	3,5,6,7	409,127	(23.4%)	1,352	12.5	\$ 10.46	\$ 1.06	\$ 9.40	10.1%	34,867	651,942	20		90%	91%	30 min.	15/30	30	1.50	0%	No
25	Circ	6,7	50,287	(17.0%)	197	8.0	\$ 6.57	\$ 1.06	\$ 5.51	16.2%	6,281	79,088	25		90%	88%	60 min.	60	60	1.00	0%	No
27	Std	2,6	163,789	(26.3%)	584	10.7	\$ 5.61	\$ 1.05	\$ 4.56	18.7%	15,270	138,047	27		85%	87%	30 min.	30	30	1.50	0%	No
28	Std	2,3	278,529	(20.4%)	903	22.5	\$ 2.09	\$ 1.02	\$ 1.07	48.7%	12,795	87,608	28		85%	93%	30 min.	15/30	30	1.50	0%	No
30	Frq	1,2,3	1,228,896	(22.2%)	3,862	18.5	\$ 7.09	\$ 1.09	\$ 6.00	15.3%	70,280	882,784	30		85%	87%	15 min.	15	15	1.50	0%	No
31	Std	1,6	91,668	(14.1%)	359	19.4	\$ 6.76	\$ 1.09	\$ 5.67	16.2%	4,904	59,333	31	✓	85%	90%	30 min.	30	-	1.50	0%	No
35	Std	2,3	453,697	(20.9%)	1,403	21.3	\$ 1.97	\$ 1.00	\$ 0.97	50.6%	22,668	140,568	35		85%	92%	15 min.	15	15	1.50	0%	No
41	Frq	1,6,7	911,243	(18.1%)	3,075	27.4	\$ 4.78	\$ 1.14	\$ 3.65	23.8%	36,775	466,674	41		85%	90%	15 min.	7.5/15	15	1.50	0%	No
44	Frq	2,3,6,7	796,891	(21.7%)	2,561	23.2	\$ 5.63	\$ 1.06	\$ 4.57	18.9%	37,461	417,974	44	✓	85%	88%	15 min.	7.5/15	15	1.50	0%	No
50	Exp	1,2,3,6	106,233	(24.3%)	417	13.9	\$ 9.39	\$ 1.09	\$ 8.30	11.6%	7,635	115,913	50		90%	90%	30 min.	30	-	1.50	0%	No
60	Exp	1,3,4,6,9	71,235	(13.9%)	279	21.6	\$ 6.07	\$ 1.04	\$ 5.03	17.1%	3,277	59,420	60		90%	79%	30 min.	20/30	-	1.50	0%	No
83	Circ	3	22,619	(8.6%)	89	7.0	\$ 7.50	\$ 1.05	\$ 6.45	14.0%	3,239	26,051	83		90%	96%	60 min.	60	60	1.00	0%	No
84	Circ	2	21,817	(10.1%)	86	7.2	\$ 7.27	\$ 1.05	\$ 6.22	14.5%	3,022	35,715	84		90%	93%	60 min.	60	60	1.00	0%	No
88	Circ	3,7	69,409	(13.7%)	232	14.7	\$ 3.57	\$ 1.00	\$ 2.57	27.9%	4,727	52,443	88		90%	90%	60 min.	30	30	1.00	0%	No
105	Std	1,2,3,6	262,214	(6.2%)	881	18.9	\$ 6.91	\$ 1.06	\$ 5.86	15.3%	13,976	176,045	105		85%	91%	30 min.	30	30	1.50	0%	No
110	Exp	3,6	27,409	(31.5%)	107	14.9	\$ 8.76	\$ 1.05	\$ 7.71	12.0%	1,838	40,346	110		90%	87%	30 min.	20/30	-	1.50	0%	No
115	Std	7,9,LM,EC	207,932	(9.1%)	735	12.3	\$ 5.88	\$ 1.14	\$ 4.74	19.3%	16,946	196,285	115		85%	89%	30 min.	30	30	1.50	0%	No
120	Frq	3,6,7	544,850	(21.4%)	1,751	16.8	\$ 7.80	\$ 1.06	\$ 6.74	13.6%	34,082	359,307	120		85%	90%	15 min.	15/30	15/30	1.50	0%	No
150	Exp	1,2,3	680,658	(17.4%)	2,512	29.4	\$ 4.44	\$ 1.15	\$ 3.29	25.9%	24,608	402,119	150		90%	83%	30 min.	7.5/15/30	30	1.50	0%	No
201/202^	Rpd	1	2,191,068	(13.2%)	7,586	51.1	\$ 2.56	\$ 1.23	\$ 1.33	48.2%	45,020	432,343	201/202^		85%	89%	15 min.	5	10	1.50	0%	No
204^	Rpd	1	62,566	(15.1%)	245	15.1	\$ 8.66	\$ 1.22	\$ 7.44	14.1%	4,134	31,809	204^		85%	89%	15 min.	30	30	1.50	0%	No
215^	Rpd	3,9	1,565,004	(18.0%)	4,732	26.7	\$ 4.90	\$ 1.00	\$ 3.90	20.4%	60,961	592,715	215^		85%	87%	15 min.	10	15	1.50	0%	No
225^	Rpd	3,8,CV	509,713	115.9%	1,652	12.5	\$ 10.47	\$ 1.01	\$ 9.46	9.7%	43,329	875,516	225^	✓	85%	89%	15 min.	15	30	1.50	0%	No
235^	Rpd	3,5,6,9,Esc	1,254,240	(16.1%)	4,064	20.3	\$ 6.44	\$ 1.04	\$ 5.40	16.2%	66,327	1,562,708	235^		85%	88%	15 min.	15	15	1.50	0%	No
237^	Rpd	1,6	190,243	(29.0%)	746	17.3	\$ 7.56	\$ 1.20	\$ 6.37	15.8%	11,801	146,051	237^	✓	85%	94%	15 min.	15	-	1.50	0%	No
280	RpEx	3,5,Esc	92,042	(21.2%)	361	18.8	\$ 12.60	\$ 3.38	\$ 9.22	26.9%	5,806	179,877	280		90%	84%	30 min.	15	-	1.00	0%	No
290	RpEx	3,5	115,330	(29.9%)	452	23.3	\$ 8.98	\$ 3.36	\$ 5.61	37.5%	6,026	166,127	290		90%	89%	30 min.	10	-	1.00	0%	No

Att A, AI 46, 10/15/2020

BASE STATISTICS													TITLE VI MONITORING ~									
Route	Cat	Jurisdiction (#SD Dist.)	Annual Passengers	FY19-20 % Change	Avg. Wkdy. Psgs.	Psgs./ Rev. Hr.	Cost/ Psg.	Average Fare	Subsidy/ Psg.	Farebox Recovery	Budgeted Rev.Svc.		Route	Minority Route	On-Time Perf.		Weekday Headway			Vehicle Load Factor ~		
											Hours	Miles			Goal/	Actual	Goal	Peak	Base	Goal	% trips over VLF	> 20%?
701	Frq	CV	426,234	(24.0%)	1,503	17.8	\$ 3.80	\$ 1.00	\$ 2.80	26.3%	25,881	259,333	701	✓	85%	88%	15 min.	15	15	1.50	0%	No
704	Std	CV	351,884	(22.1%)	1,219	16.9	\$ 4.38	\$ 1.00	\$ 3.38	22.8%	21,153	226,354	704	✓	85%	87%	30 min.	30	30	1.50	0%	No
705	Std	CV	180,273	(25.4%)	653	15.9	\$ 3.79	\$ 0.98	\$ 2.81	25.8%	11,656	101,252	705	✓	85%	95%	30 min.	30/60	30/60	1.50	0%	No
707	Std	CV	92,623	41.3%	363	10.4	\$ 5.98	\$ 1.01	\$ 4.98	16.8%	10,022	89,821	707	✓	85%	92%	30 min.	30	30	1.50	0%	No
709	Frq	CV	688,834	(22.3%)	2,461	24.3	\$ 3.08	\$ 1.00	\$ 2.08	32.6%	31,071	341,394	709	✓	85%	87%	15 min.	7.5/15	15	1.50	0%	No
712	Frq	CV	600,562	(16.0%)	2,117	26.1	\$ 2.70	\$ 1.01	\$ 1.69	37.5%	25,137	259,210	712	✓	85%	89%	15 min.	15	15	1.50	0%	No
815	Frq	EC	389,434	(9.8%)	1,280	24.6	\$ 2.03	\$ 1.03	\$ 1.00	50.9%	17,136	127,107	815		85%	90%	15 min.	15	15	1.50	0%	No
816	Std	EC,Cty	127,233	(3.9%)	499	14.6	\$ 5.04	\$ 1.07	\$ 3.97	21.3%	8,690	95,498	816		85%	92%	30 min.	30	30	1.50	0%	No
832	Std	ST	28,223	(25.0%)	92	10.5	\$ 6.21	\$ 1.11	\$ 5.10	17.9%	2,682	28,103	832		85%	91%	30 min.	60	60	1.50	0%	No
833	Std	EC,ST	84,401	(21.8%)	284	11.2	\$ 4.68	\$ 1.03	\$ 3.65	22.0%	7,402	73,351	833		85%	81%	30 min.	35-45	35-45	1.50	0%	No
834	Std	ST	21,658	6.9%	87	8.9	\$ 7.72	\$ 1.08	\$ 6.63	14.0%	2,428	24,898	834		85%	84%	30 min.	60	60	1.50	0%	No
838	Std	Cty	85,026	(14.1%)	256	8.1	\$ 6.47	\$ 1.00	\$ 5.48	15.4%	10,356	155,895	838		85%	84%	30 min.	60	60	1.50	0%	No
848	Std	EC,Cty	252,791	(25.6%)	788	15.8	\$ 4.09	\$ 1.02	\$ 3.07	25.0%	16,040	154,088	848		85%	90%	30 min.	30	30	1.50	0%	No
851	Circ	LM,Cty	53,759	(15.5%)	212	15.3	\$ 3.43	\$ 1.02	\$ 2.41	29.6%	3,527	40,996	851	✓	90%	91%	60 min.	60	60	1.00	0%	No
852	Std	4,9,LM	233,664	(18.8%)	735	12.6	\$ 4.86	\$ 1.05	\$ 3.81	21.6%	18,631	168,659	852		85%	92%	30 min.	30	30	1.50	0%	No
854	Std	7,LM	82,081	(24.6%)	322	15.1	\$ 4.87	\$ 1.17	\$ 3.70	24.0%	5,953	65,448	854		85%	97%	30 min.	30/60	30/60	1.50	0%	No
855	Std	LM,Cty	172,824	(20.7%)	584	18.9	\$ 3.31	\$ 1.03	\$ 2.28	31.2%	9,148	86,255	855		85%	93%	30 min.	30	30	1.50	0%	No
856	Std	4,9,LG,Cty	422,278	(18.8%)	1,471	18.4	\$ 3.91	\$ 1.06	\$ 2.85	27.1%	23,897	255,920	856	✓	85%	85%	30 min.	30	30	1.50	0%	No
864	Std	EC,Cty	247,071	(16.1%)	776	15.9	\$ 3.64	\$ 0.98	\$ 2.66	27.1%	15,528	133,062	864		85%	89%	30 min.	30	30	1.50	0%	No
872	Exp	EC	36,193	(14.5%)	142	10.8	\$ 4.26	\$ 1.05	\$ 3.20	24.7%	3,348	22,935	872		85%	97%	30 min.	30	30	1.50	0%	No
874/875	Std	EC	305,130	(17.9%)	1,020	17.7	\$ 3.65	\$ 1.02	\$ 2.64	27.8%	17,251	165,980	874/875		85%	89%	30 min.	30	30	1.50	0%	No
888	Rural	EC,Cty	1,725	(16.5%)	15	3.3	\$ 64.64	\$ 2.19	\$ 62.45	3.4%	557	17,666	888									
891	Rural	EC,Cty	963	(17.1%)	15	3.3	\$ 64.15	\$ 2.83	\$ 61.33	4.4%	330	9,168	891									
892	Rural	EC,Cty	880	9.0%	16	3.6	\$ 61.31	\$ 3.15	\$ 58.16	5.1%	330	8,784	892									
894	Rural	EC,Cty	50,867	(36.8%)	199	12.5	\$ 14.11	\$ 2.83	\$ 11.29	20.0%	5,551	102,556	894									
901	Frq	3,8,IB,Cor	604,635	(23.3%)	1,924	15.0	\$ 6.10	\$ 0.99	\$ 5.11	16.3%	42,191	564,234	901		85%	82%	15 min.	15	30	1.50	0%	No
904*	Circ	Cor	125,541	(26.9%)	324	20.4	\$ 1.68	\$ 0.12	\$ 1.55	7.4%	7,559	37,732	904*		90%	92%	60 min.	60	60	1.50	0%	No
905	Std	8	378,552	(14.3%)	1,284	25.0	\$ 3.79	\$ 0.92	\$ 2.87	24.4%	15,266	214,233	905	✓	85%	92%	30 min.	15/30	30	1.50	0%	No
906/907	Frq	8	1,316,706	(31.5%)	4,212	29.9	\$ 1.59	\$ 0.90	\$ 0.69	56.8%	43,868	306,194	906/907	✓	85%	86%	15 min.	15	15	1.50	0%	No
909	Circ	8	45,171	(7.3%)	177	12.5	\$ 7.08	\$ 0.83	\$ 6.25	11.7%	3,601	46,757	909	✓	90%	93%	60 min.	60+	60+	1.5	0%	No
916/917	Std	4,LG	137,211	(14.3%)	481	12.2	\$ 6.15	\$ 1.02	\$ 5.13	16.6%	11,626	133,712	916/917	✓	85%	83%	30 min.	30/60	30/60	1.50	0%	No
921	Std	1,6	200,910	(20.4%)	649	12.6	\$ 4.85	\$ 1.10	\$ 3.75	22.6%	15,933	155,292	921	✓	85%	88%	30 min.	30	30	1.50	0%	No
923	Std	2,3	167,014	(21.3%)	655	12.3	\$ 5.08	\$ 1.00	\$ 4.08	19.7%	13,574	123,930	923		85%	90%	30 min.	30	30	1.50	0%	No
928	Std	6,7	232,726	(13.8%)	836	15.0	\$ 4.69	\$ 1.09	\$ 3.61	23.2%	15,488	162,649	928		85%	85%	30 min.	30	30	1.50	0%	No
929	Frq	3,8,CV,NC	1,696,665	(18.7%)	5,449	27.3	\$ 2.51	\$ 0.98	\$ 1.53	39.1%	63,128	629,649	929	✓	85%	80%	15 min.	12	15	1.00	0%	No
932	Frq	8,CV,NC	901,113	(19.9%)	3,027	23.5	\$ 2.82	\$ 0.97	\$ 1.85	34.5%	40,460	395,585	932	✓	85%	86%	15 min.	15	15	1.50	0%	No
933/934	Frq	8,IB	1,283,916	(19.4%)	4,213	23.8	\$ 3.42	\$ 0.99	\$ 2.42	29.1%	57,533	683,840	933/934	✓	85%	75%	15 min.	12	15	1.50	0%	No
936	Std	4,9,LG,Cty	379,832	(16.8%)	1,113	18.1	\$ 3.25	\$ 1.00	\$ 2.25	30.8%	21,000	183,238	936	✓	85%	85%	30 min.	30	30	1.50	0%	No
944	Std	5,PW	51,170	(18.3%)	186	6.6	\$ 7.99	\$ 1.03	\$ 6.96	12.8%	7,793	83,888	944		85%	96%	30 min.	30	30	1.00	0%	No
945	Std	5,PW	97,417	(23.1%)	347	8.1	\$ 6.52	\$ 1.05	\$ 5.47	16.1%	12,133	168,883	945		85%	88%	30 min.	30	30	1.50	0%	No
945A	Std	PW	6,566	(47.0%)	37	8.6	\$ 6.11	\$ 1.04	\$ 5.07	17.1%	988	14,175	945A		85%	90%	30 min.	30	30	1.50	0%	No
950	Exp	8	295,607	(23.7%)	1,004	39.2	\$ 2.98	\$ 0.89	\$ 2.10	29.8%	7,736	132,551	950	✓	90%	97%	30 min.	12/20	20	1.50	0%	No
955	Frq	4,8,9,NC	1,097,230	(17.3%)	3,571	23.9	\$ 2.64	\$ 0.99	\$ 1.65	37.5%	49,215	454,981	955	✓	85%	87%	15 min.	12	12	1.50	0%	No
961	Frq	4,NC	447,502	(24.2%)	1,433	19.6	\$ 3.55	\$ 1.01	\$ 2.54	28.5%	23,469	241,219	961	✓	85%	89%	15 min.	15/30	15/30	1.50	0%	No
962	Frq	4,NC,Cty	461,001	(11.7%)	1,464	19.2	\$ 3.60	\$ 0.98	\$ 2.62	27.3%	25,979	262,803	962	✓	85%	87%	15 min.	15	15	1.50	0%	No
963	Std	4,NC	141,457	(13.0%)	454	14.9	\$ 3.74	\$ 0.94	\$ 2.81	25.1%	9,526	78,045	963	✓	85%	91%	30 min.	30	30	1.50	0%	No

Att A, AI 46, 10/15/2020

BASE STATISTICS												TITLE VI MONITORING ~										
Route	Cat	Jurisdiction (#SD Dist.)	Annual Passengers	FY19-20 % Change	Avg. Wkdy. Psgs.	Psgrs./ Rev. Hr.	Cost/ Psgr.	Average Fare	Subsidy/ Psgr.	Farebox Recovery	Budgeted Rev.Svc.		Route	Minority Route	On-Time Perf.		Weekday Headway			Vehicle Load Factor ~		
											Hours	Miles			Goal	Actual	Goal	Peak	Base	Goal	% trips over VLF	> 20%?
964	Circ	5,6	106,229	(20.5%)	417	10.3	\$ 5.11	\$ 1.03	\$ 4.08	20.1%	10,345	98,937	964	✓	90%	91%	60 min.	30	30	1.00	0%	No
965	Circ	9	45,992	(13.6%)	159	9.7	\$ 5.40	\$ 1.06	\$ 4.33	19.7%	4,734	48,166	965	✓	90%	86%	60 min.	35-45	35-45	1.00	0%	No
967	Std	4,NC	29,277	(25.8%)	115	8.1	\$ 6.48	\$ 1.06	\$ 5.42	16.3%	3,621	32,232	967	✓	85%	93%	30 min.	60	60	1.50	0%	No
968	Std	NC	40,981	(16.3%)	161	9.8	\$ 7.06	\$ 1.00	\$ 6.05	14.2%	4,177	42,067	968	✓	85%	90%	30 min.	60+	60+	1.50	0%	No
972**	Circ	1,6	22,080	(32.4%)	92	19.5	\$ 2.95	\$ 1.00	\$ 1.95	33.8%	1,318	16,015	972**							1.00	0%	No
973**	Circ	1,6	12,211	(32.0%)	50	10.6	\$ 5.44	\$ 1.00	\$ 4.44	18.3%	1,339	19,668	973**	✓						1.00	0%	No
974 ***	Circ	1	3,979	100.0%	37	11.2	\$ 5.15	\$ 1.00	\$ 4.16	19.4%	536	5,639	974 ***							1.00	0%	No
978**	Circ	1	12,187	(24.6%)	55	10.9	\$ 5.28	\$ 1.00	\$ 4.28	18.9%	1,311	15,516	978**							1.00	0%	No
979**	Circ	1	14,293	(17.8%)	59	13.1	\$ 4.41	\$ 1.00	\$ 3.42	22.6%	1,260	11,789	979**							1.00	0%	No
992	Frq	2,3	346,698	(17.5%)	984	16.0	\$ 3.40	\$ 0.94	\$ 2.46	27.7%	23,161	183,205	992		85%	81%	15 min.	15	15	1.50	0%	No
Access	D.R.	ALL	282,578	(33.2%)	1,004	1.8	\$ 50.36	\$ 7.04	\$ 43.32	14.0%			FTA defines Minority persons to include the following: (1) American Indian and Alaska Native, (2) Asian, (3) Black or African American, (4) Hispanic or Latino, (5) Native Hawaiian or Other Pacific Islander. FTA defines Minority Route as one with at least 1/3 of its total mileage in a census block(s) with a percentage of minority population that exceeds the percentage of minority population in the entire MTS service area. Source: https://www.transit.dot.gov/sites/fta.dot.gov/files/dovs/FTA_Title_VI_FINAL.pdf									
Taxi	D.R.	ALL	61,382	n/a	202	3.3	\$ 28.30	\$ 6.44	\$ 21.86	22.8%												
TOTAL			71,224,080	(16.6%)	227,226	32.4	\$ 3.94	\$ 1.12	\$ 2.82	28.3%	2,111,419	24,645,575										

Route Category	Annual Passengers	FY19-20 % Change	Avg. Wkdy. Psgs.	Psgs./ Rev. Hr.	Cost/ Psg.	Average Fare	Subsidy/ Psg.	Farebox Recovery
Urban Frequent	24,452,815	-19.6%	78,864	22.6	\$ 4.20	\$ 1.02	\$ 3.18	24.2%
Urban Standard	6,129,760	-17.8%	20,771	15.4	\$ 4.63	\$ 1.03	\$ 3.60	22.2%
Rapid ^	5,772,834	-11.3%	19,026	26.3	\$ 4.97	\$ 1.11	\$ 3.86	22.3%
Express	1,590,269	-20.8%	5,671	20.9	\$ 6.20	\$ 1.07	\$ 5.13	17.2%
Circulator	669,608	-18.5%	2,393	11.2	\$ 4.74	\$ 0.85	\$ 3.89	17.9%
Premium/Rapid Express	207,372	-26.3%	813	21.1	\$ 10.59	\$ 3.37	\$ 7.21	31.9%
Rural ^^	54,435	-35.6%	213	10.6	\$ 17.36	\$ 2.81	\$ 14.55	16.2%
Fixed Bus Subtotal	38,877,093	-18.3%	127,752	21.0	\$ 4.53	\$ 1.05	\$ 3.48	23.1%
Light Rail (B.O.G)	31,991,303	-14.2%	98,190	180.9	\$ 2.77	\$ 1.14	\$ 1.63	41.2%
Light Rail (Silver)	11,724	-40.6%	79	19.5	\$ 25.64	\$ 1.10	\$ 24.54	4.3%
Light Rail Subtotal	32,003,027	-14.2%	98,269	180.4	\$ 2.78	\$ 1.14	\$ 1.64	41.1%
ALL Fixed-Route	70,880,120	-16.5%	226,021	35.0	\$ 3.74	\$ 1.09	\$ 2.65	29.1%
MTS Access	282,578	-18.7%	1,004	1.8	\$ 50.36	\$ 7.04	\$ 43.32	14.0%
Access Taxi	61,382	n/a	202	3.3	\$ 28.30	\$ 6.44	\$ 21.86	22.8%
Demand-Resp Subtotal	343,960		1,205	2.0	\$ 46.42	\$ 6.94	\$ 39.49	14.9%
System Total	71,224,080	-16.6%	227,226	32.4	\$ 3.94	\$ 1.12	\$ 2.82	28.3%

* City of Coronado subsidized fares for summer service on Route 904 in Summer 2019 (not 2020).

** SVCC Fares and one-half of the subsidy are paid for by NCTD.

*** Route 974 SVCC connection to UCSD service started January 2020.

^ SANDAG reimburses MTS for net operating costs for Routes 201-237 (TransNet funds).

^^ Routes 888, 891, 892, and 894 receive federal rural operating subsidy.

& Rural and Demand Response services have no specific Policy 42 goals for on-time performance, headway, or vehicle load.

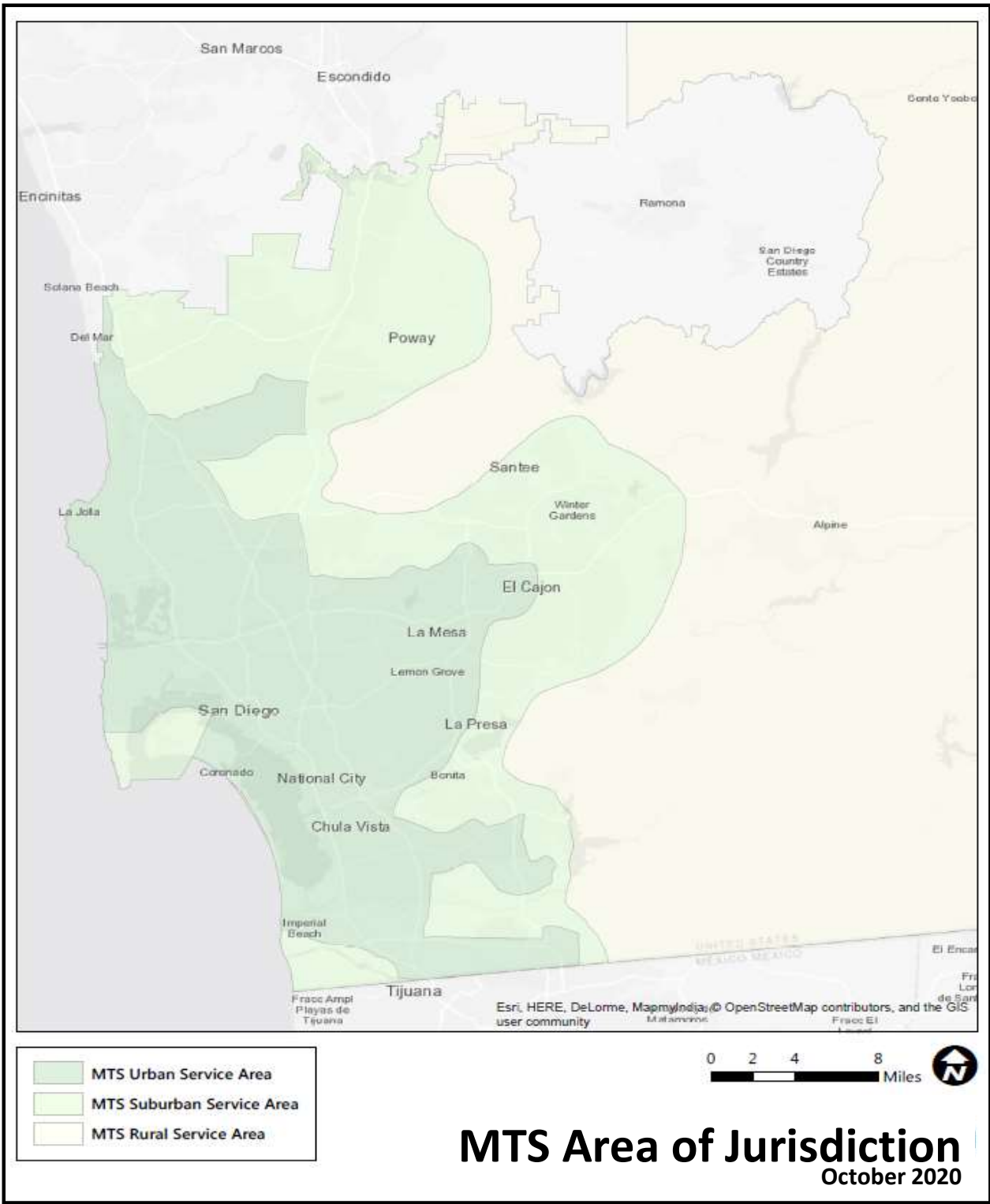
NC=National City, CV=Chula Vista
 IB=Imperial Beach, LG=Lemon Grove, LM=La Mesa
 EC=El Cajon, ST=Santee, PW=Poway
 Cor=Coronado, Cty=County Uninc., Esc=Escondido
 SD Dist.=City of San Diego Council District

SERVICE AVAILABILITY		
Goal	Actual	
80% of residents or jobs within 1/2 mile of a bus stop or rail station in urban area	% of residents within 1/2 mile of a bus stop or rail station in urban areas:	% of jobs within 1/2 mile of a bus stop or rail station in urban areas:
	99.0%	99.2%
100% of suburban residences within 5 miles of a bus stop or rail station.	% of suburban residents within 5 miles of a bus stop or rail station:	
	100.0%	
One return trip at least 2 days/week to destinations from rural villages (defined as Lakeside and Alpine).	Available Service:	
	Route 848 serves Lakeside seven days a week and Route 838 serves Alpine seven days a week.	

See attached map entitled 'Metropolitan Transit System Area of Jurisdiction.'

~ Title VI Monitoring statistics are updated on an annual basis

~~ No trips averaged above the vehicle load factor target (1.5 for most bus routes, 3.0 for Trolley).





FY 2020 Annual Performance Monitoring Report

MTS Board of Directors
October 15, 2020

POLICY 42 EVALUATION CRITERIA

CUSTOMER FOCUSED/COMPETITIVE		INTEGRATED	SUSTAINABLE	
PRODUCTIVITY	QUALITY	CONNECTIVITY	RESOURCES	EFFICIENCY
<ul style="list-style-type: none"> • Total Passengers • Average Weekday Passengers • Passengers/ Revenue Hour • Passengers/ In-Service Hour 	<ul style="list-style-type: none"> • Passenger Load Factor • On-Time Performance • Accidents/ 100,000 Miles • Comments/ 100,000 Passengers • Mean Distance Between Failures 	<ul style="list-style-type: none"> • Route Headway • Span-of-Service Consistency • Service Availability 	<ul style="list-style-type: none"> • In-Service Miles • In-Service Hours • Peak Vehicle Requirement 	<ul style="list-style-type: none"> • In-Service Speed • In-Service/ Total Miles • In-Service/ Total Hours • Farebox Recovery Ratio • Subsidy/ Passenger

ANNUAL TOTAL PASSENGERS

GOAL: Year-over-year improvement
by Route, Category, and System

Route Categories	FY 2018	FY 2019	FY 2020	% Change FY19-FY20	Pre-Covid FY20 Projection	
					Annual Ridership	Annual % Change
Urban Frequent	29,510,050	30,415,325	24,452,815	-19.6%	30,635,356	0.7%
Urban Standard	9,265,348	7,454,910	6,129,760	-17.8%	7,575,902	1.6%
Rapid (SuperLoop, 215, 225, 235, 237)	6,002,999	6,504,970	5,772,834	-11.3%	7,103,750	9.2%
Express	2,096,249	2,008,630	1,590,269	-20.8%	2,025,042	0.8%
Circulator (includes SVCC)	670,006	821,636	669,608	-18.5%	928,052	13.0%
Premium/Rapid Express (280, 290)	283,135	281,240	207,372	-26.3%	282,560	0.5%
Rural (888, 891, 892, 894)	80,771	84,552	54,435	-35.6%	71,888	-15.0%
Fixed-Route Bus	47,908,558	47,571,263	38,877,093	-18.3%	48,622,550	2.2%
Demand-Response (MTS Access)	505,973	492,475	343,960	-30.2%	466,174	-5.3%
Light Rail	36,995,201	37,293,757	32,003,027	-14.2%	39,639,990	6.3%
System	85,409,732	85,357,495	71,224,080	-16.6%	88,262,540	3.4%
Average Weekday Passengers	275,039	274,866	227,226	-17.3%	282,548	2.8%



Ridership

FY20: Fixed Route Bus -18.3%, Trolley -14.2% Overall -16.6%

- **Ridership was increasing 3% YOY Pre-Covid**
 - On track to be highest ridership in five years
 - TOP success with added services
- **Substantial losses in spring 2020 due to Covid-19**
 - Agencies around the world lost as much as 90% of their ridership
 - MTS' lowest ridership weekday was April 10, 2020: 64,844 passengers (-77%)
 - Temporary service reductions in April – June 2020
 - Significant drop in demand
 - Reduced MTS workforce availability
 - Most service restored in June 2020
 - Maintaining as much service/capacity as possible for essential workers, distancing on board, and dependent riders
- **Ridership stabilized over late summer at 110k-120k per weekday (-60%)**
 - Trolley has retained slightly more ridership than Bus
 - No summer beach bump, no fall school bump
 - Q1-Q3 ridership increases mask losses in Q4; FY 2021 could be much worse, depending on recovery



PASSENGERS PER REVENUE HOUR

GOAL: Improve route category average

Route Categories	FY 2018	FY 2019	FY 2020	% Change FY19-FY20
Urban Frequent	28.2	26.8	22.6	-15.5%
Urban Standard	21.1	18.8	15.4	-18.0%
Rapid (SuperLoop, 215, 225, 235, 237)	32.5	31.4	26.3	-16.1%
Express	25.1	25.4	20.9	-17.6%
Circulator (includes SVCC)	12.9	13.3	11.2	-15.3%
Premium/Rapid Express (280, 290)	24.3	24.0	21.1	-12.0%
Rural (888, 891, 892, 894)	13.1	15.8	10.6	-32.6%
Fixed-Route Bus	26.3	25.1	21.0	-16.1%
Demand-Response (MTS Access)	2.0	2.1	2.0	-6.0%
Light Rail (Blue, Orange, Green)	215.4	216.7	180.9	-16.5%
System	38.0	37.1	32.4	-12.6%



ON-TIME PERFORMANCE

*GOAL: 85% for Urban Frequent & Rapid,
90% for all other categories*

Route Categories	Service Change					GOAL
	Sept. 2018	Jan. 2019	June 2019	Sept. 2019	Jan. 2020	
Urban Frequent	82.5%	83.1%	83.5%	82.1%	86.6%	85.0%
Urban Standard	84.8%	86.0%	87.7%	86.2%	89.3%	90.0%
Rapid	83.3%	85.0%	87.5%	85.1%	88.1%	85.0%
Express	78.2%	79.3%	82.9%	82.3%	88.5%	90.0%
Circulator	87.5%	86.9%	85.1%	85.8%	88.1%	90.0%
Premium/Rapid Express	83.9%	85.1%	86.0%	82.0%	86.8%	90.0%
Light Rail (Blue, Orange, Green)	94.6%	93.8%	93.6%	92.6%	96.3%	90.0%
Light Rail (Silver)	98.8%	99.3%	98.3%	99.0%	99.6%	90.0%
System	84.0%	84.7%	85.6%	84.0%	88.4%	

OTHER METRICS

GOAL: Improve operator averages

Mode	Miles Between Failures* (MDBF)			Complaints/ 100,000 Passengers			Preventable Accidents**/ 100,000 Miles	
	FY19	FY20	Change	FY19	FY20	Change	FY19	FY20
Bus (Directly-Oper.)	3,937	4,816	22.3%	5.3	5.5	4.2%	1.09	0.91
Bus (Contract Svcs.)	7,221	6,530	-9.6%	7.3	9.5	30.4%	1.24	1.36
MTS Access	40,712	39,056	-4.1%	112.1	145.4	29.7%	0.76	0.51
Trolley	10,392	12,874	23.9%	1.5	1.5	-4.2%	0.03	0.03
General System				4.8	5.6	15.5%		

** A mechanical failure of a vehicle that prevents the start or completion of a trip due to safety, vehicle movement is limited, or policy requires removal from service.*

***An accident in which the operator failed to do everything reasonable to avoid the accident. This includes some accidents in which MTS isn't at fault and/or the MTS employee wasn't cited.*



FAREBOX RECOVERY

*GOAL: Meet TDA
requirement of 31.9%
system-wide for fixed-route*

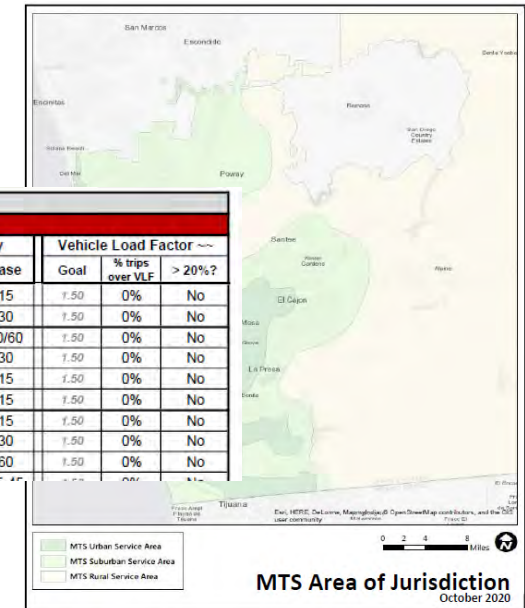
Mode	FY 2018	FY 2019	FY 2020	% Change FY19-FY20
Fixed-Route Bus (<i>excl. Rapid Express</i>)	29.3%	27.8%	23.0%	-17.4%
Rapid Express	49.8%	46.3%	31.9%	-31.2%
Demand-Responsive	12.9%	14.8%	14.9%	1.0%
Light Rail	49.6%	51.6%	41.1%	-20.4%
System	34.4%	34.3%	28.3%	-17.4%

- Covid-related revenue drop not matched by cost reductions
- MTS still above TDA requirement in FY 2020; FY 2021 - ??
- Updates proposed to TDA requirements

PERFORMANCE MONITORING REPORT

- Attachment to Agenda Item
- Route statistics sheet – new format with expanded data
- Map of MTS service area

BASE STATISTICS												TITLE VI MONITORING ~										
Route	Cat	Jurisdiction (#=SD Dist.)	Annual Passengers	FY19-20 % Change	Avg. Wkdy. Psgrs.	Psgrs./ Rev. Hr.	Cost/ Psgr.	Average Fare	Subsidy/ Psgr.	Farebox Recovery	Budgeted Rev.Svc.		Route	Minority Route	On-Time Perf.		Weekday Headway			Vehicle Load Factor		
											Hours	Miles			Goal	Actual	Goal	Peak	Base	Goal	% trips over VLF	> 20%?
701	Frq	CV	426,234	(24.0%)	1,503	17.8	\$ 3.80	\$ 1.00	\$ 2.80	26.3%	25,881	259,333	701	✓	85%	88%	15 min	15	15	1.50	0%	No
704	Std	CV	351,884	(22.1%)	1,219	16.9	\$ 4.38	\$ 1.00	\$ 3.38	22.8%	21,153	226,354	704	✓	85%	87%	30 min	30	30	1.50	0%	No
705	Std	CV	180,273	(25.4%)	653	15.9	\$ 3.79	\$ 0.98	\$ 2.81	25.8%	11,656	101,252	705	✓	85%	95%	30 min	30/60	30/60	1.50	0%	No
707	Std	CV	92,623	41.3%	363	10.4	\$ 5.98	\$ 1.01	\$ 4.98	16.8%	10,022	89,821	707	✓	85%	92%	30 min	30	30	1.50	0%	No
709	Frq	CV	688,834	(22.3%)	2,461	24.3	\$ 3.08	\$ 1.00	\$ 2.08	32.6%	31,071	341,394	709	✓	85%	87%	15 min	7.5/15	15	1.50	0%	No
712	Frq	CV	600,562	(16.0%)	2,117	26.1	\$ 2.70	\$ 1.01	\$ 1.69	37.5%	25,137	259,210	712	✓	85%	89%	15 min	15	15	1.50	0%	No
815	Frq	EC	389,434	(9.8%)	1,280	24.6	\$ 2.03	\$ 1.03	\$ 1.00	50.9%	17,136	127,107	815		85%	90%	15 min	15	15	1.50	0%	No
816	Std	EC,Cty	127,233	(3.9%)	499	14.6	\$ 5.04	\$ 1.07	\$ 3.97	21.3%	8,690	95,498	816		85%	92%	30 min	30	30	1.50	0%	No
832	Std	ST	28,223	(25.0%)	92	10.5	\$ 6.21	\$ 1.11	\$ 5.10	17.9%	2,682	28,103	832		85%	91%	30 min	60	60	1.50	0%	No





FY 2020 Annual Bus Operations Report

Michael Wygant, Chief Operating Officer (Transit Services)



Transit Services & COVID-19

In early 2020, the COVID-19 pandemic impacted the region, MTS and the Transit Services Department. The safety of our employees and passengers remained the top priority.

- Immediate initiatives were implemented to protect and sustain:
 - Employees and Passengers
 - Operation
 - Facilities
- Worked closely with external agencies to provide employees and passengers with the most current COVID-19 updates and guidance
- Communicated efficiently with MTS' contracted partners to ensure consistent and cohesive messages were communicated among all team members



Transit Services & COVID-19

Employees and Passengers:

- Ensured Personal Protective Equipment remained readily available for all employees including:
 - Facial Coverings, Gloves, Hand Sanitizer and “to-go” Disinfectant Packs
- Implemented temperature check stations for all employees upon arrival to all MTS Bus facilities
- Provided option to work remotely for management and administrative staff when operationally feasible
- All call centers and the Transit Store remained available for full service hours to ensure customers had consistent access to information and resources as the COVID-19 situation evolved



Transit Services & COVID-19

Operations:

- Installed temporary driver “germ” barriers on entire fleet
- Adjusted passenger standee lines on fleet
- Safety announcements messaging to passengers
 - On buses audible over the public address system
 - Posted notices at passenger facilities throughout system
 - Access customers received public safety announcements via phone messaging
- Adjusted route schedules and fleet types to accommodate passenger loads and maximize social distancing
- Added portable driver restrooms throughout the operating system
- Enhanced fleet disinfectant cleaning
 - Added mid-day fleet cleanings
 - Fogging buses daily



Transit Services & COVID-19

Facilities:

- Closed public access to bus yard lobby and temporarily discontinued vendor visits
- Rearranged office settings to allow for social distancing
 - Added “germ” barriers in tight spaced areas
- Suspended in-person assessments for MTS Access
- Added mid-day disinfectant cleanings
- Included COVID safety and hygiene awareness messaging and availability of sanitizing tools (hand sanitizer, wipes, etc.)
 - In crew room monitors
 - Posted information throughout the facility







FACE
COVERINGS
ARE
REQUIRED



SE REQUIERE
UNA CUBIERTA
FACIAL



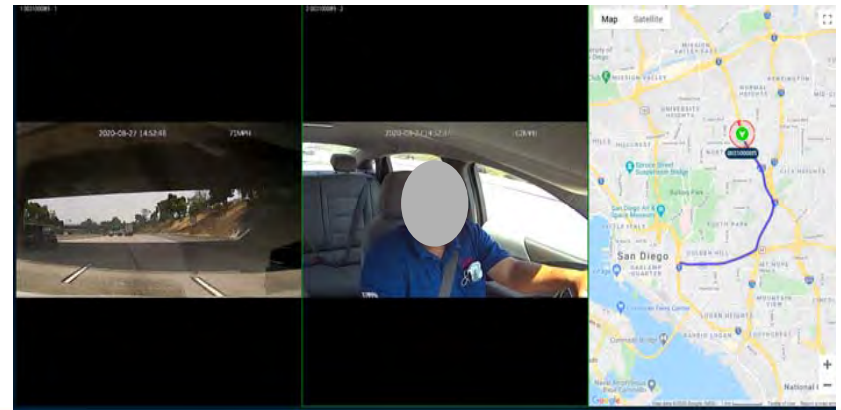
FY20 Overall Highlights

- Developed Agency Safety Plan for MTS Bus and Contracted Services
- Zero Findings - CHP Fleet Safety Inspection for MTS Bus and Contracted Operations
 - Eighth consecutive perfect audit – MTS Bus
- Zero Findings – Regulatory Facility Inspections for MTS Bus and Contracted Services



Safety Highlights - Camera System

- Installed on all non-revenue vehicles
- Two (2) camera system
- GPS and speed tracked
- Ability to determine fault / preventability in an accident
- Investigate complaints for unsafe driving, cell phone use, etc.



Safety Highlights

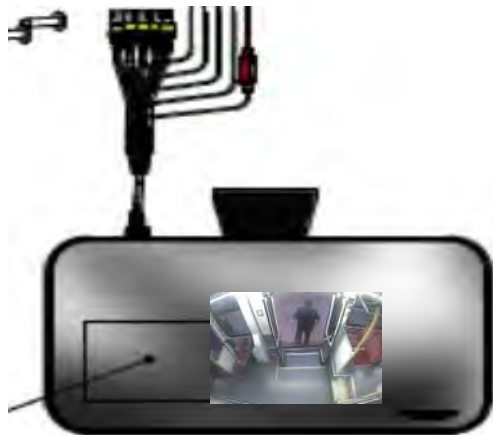
Pedestrian Detection Beta Testing

- Audible and visual warnings to the driver if a pedestrian is in blind spot
- Phase I: Six-month data collection and operator feedback completed
- Phase II: Manufacturer currently working on algorithm and system feature enhancements based on feedback



Safety Highlights - Pilot

- Currently testing mirror prototype that integrates with bus camera system to display live doorway feeds
 - Technology will assist with preventing rear door incidents



Support Services Highlights

- Established a cross-departmental Service Is Safety Focus Group, focused on improving the service culture and metrics for MTS Bus
 - 15% reduction in Pass Up complaints
- Played a key role in the successful implementation of the Regional Fare Change in September 2019
 - Coordinated multiple sales channels, internal and external communication, and system testing, expanded hours of service to support customers in the transition
- Continue to provide support for Next Generation Fare System implementation, including active participation in all phases of system design review



Fleet Highlights

- Mean Distance Between Failures improved by 22% compared to FY19 (MTS Bus)
- Converted 70% CNG engines to steel pistons during overhauls to improve performance and reduce failures
- Designed and accepted six (6) 40-foot buses for Contract Services
 - * with Cummins Near Zero Engine



MTS Access Service Highlights

- Overall preventable accidents decreased by 35%
- Completed back-up camera retrofit on 47% of Access fleet
 - 71% decrease in backing accidents in FY20
- Successfully transitioned to new Access/Minibus operating contract
- Effectively expanded FTA Grant to include additional software enhancements to the Trapeze scheduling system not included in initial application but will improve passenger service
 - Cashless fare system mobile application (EZ Wallet)



South Bay Rapid 225

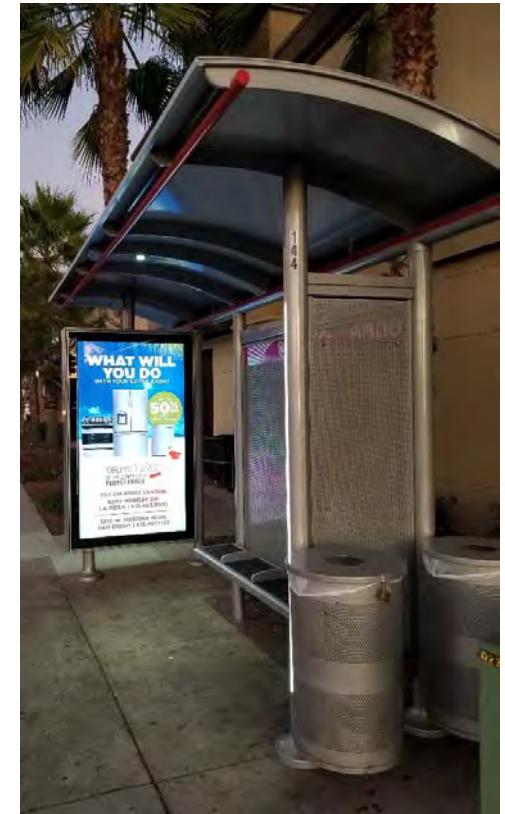
- Partnership with Caltrans, SANDAG, and MTS
- Launched January 2019
- Final segment of project completed “Bus Only Lane” portion of the route
 - Streamlining travel between Otay Mesa, East Chula Vista, and Downtown
- On-Time Performance improvement - since full segment completion



Passenger Amenities Highlights

Amenities Installed:

- Two (2) Dynamic Digital Shelters
- Thirty (30) Solar Shelters
- Thirty-six (36) Benches



ZEB Pilot Program

- Placed six (6) New Flyer battery electric buses in revenue service
- Purchased two (2) Gillig battery electric buses
- Installed six (6) additional Chargepoint chargers, for a total of twelve (12) chargers now installed system-wide
 - Two (2) at each division: Kearny Mesa, South Bay & East County



ZEB Pilot Program

- Accepted into SDG&E's Power Your Drive – Fleets (SB 350) program
- Received Board approval and completed:
 - ZEB Roadmap/Transition Study Plan
 - Submitted CARB's ZEB Rollout Plan



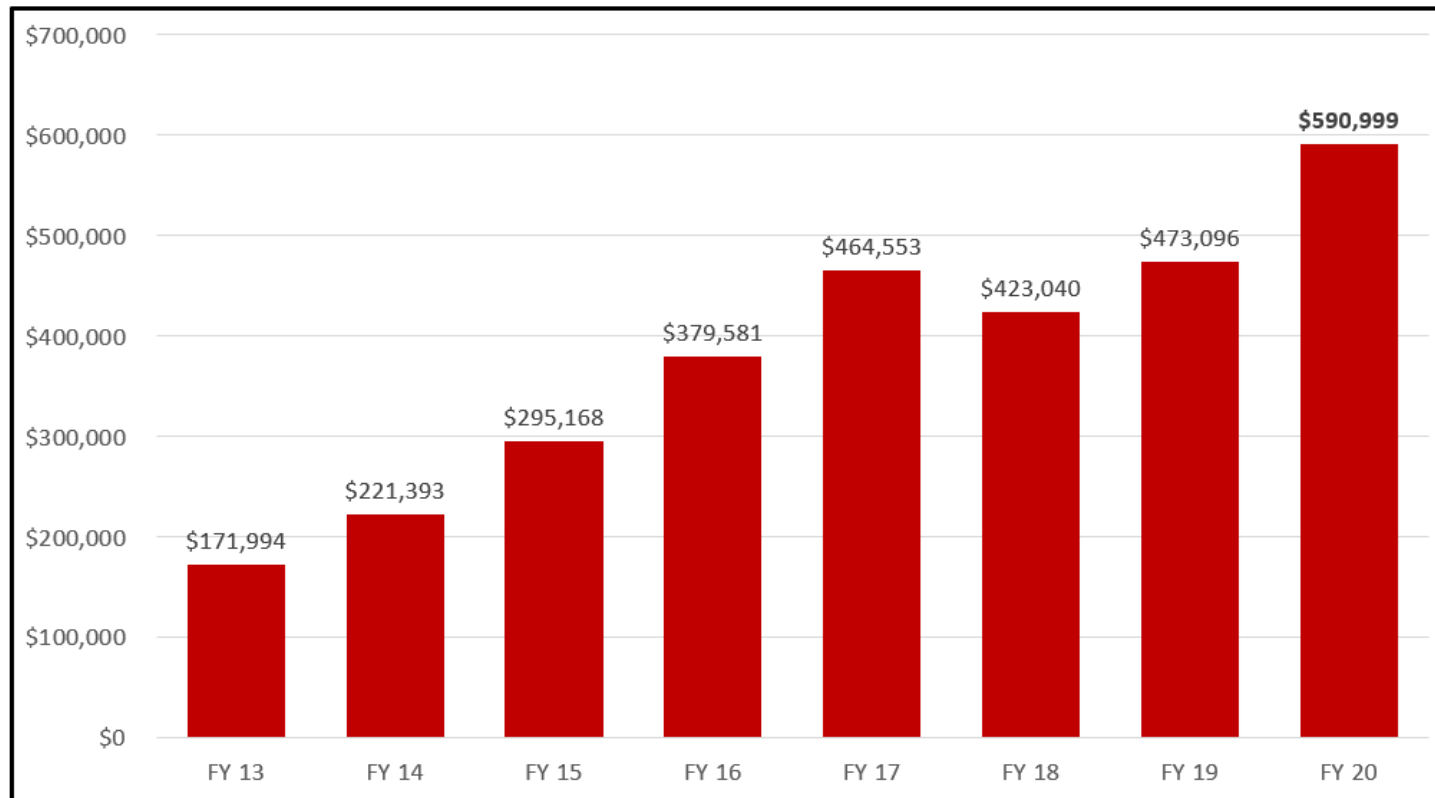


FY 2020 Annual Rail Operations Report

Wayne Terry, Chief Operating Officer (Rail)



MASTER CONCESSIONNAIRE SERVICES FY 2020



FY20 Event Statistics

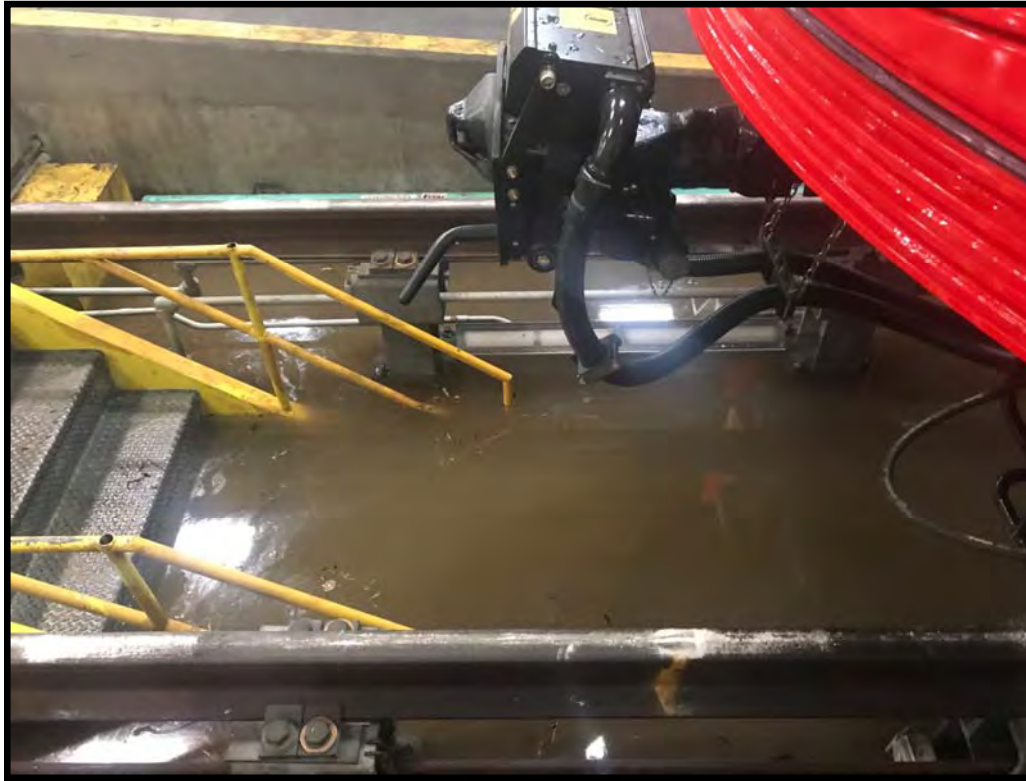
EVENT	NO. OF EVENTS – FY 19	NO. OF EVENTS – FY 20	RIDERSHIP – FY 19	RIDERSHIP – FY 20
Comic Con	5	5	190,831	160,390
Padres Baseball	82	37	176,661	83,717
Fleet Football	4	0	4,005	N/A
SDSU Football	7	6	33,427	19,743
Navy vs. Notre Dame Game	1	0	10,556	N/A
July 4 th Fireworks	1	1	6,371	6,833
Holiday Bowl Game	1	1	6,161	8,674
Concerts – Qualcomm Stadium	1	0	8,436	N/A
Stadium Motor Sports	3	3	7,359	6,486
Stadium Soccer Games	2	0	6,495	N/A
SDSU Basketball	16	14	6,471	9,898
Marathons	1	0	1,895	N/A
Political Rallies	1	1	2,727	1,337
Concerts – SDSU Venues	44	42	7,691	6,142
Concerts – Petco Park	3	0	13,159	N/A
Waterfront Park Events	3	5	500	1,100
Parades	3	1	4,000	900
Charity Fun Runs	1	0	500	N/A
Oktoberfest	3	3	3,447	4,619
Cinco de Mayo – Old Town	3	0	6,736	N/A
Gaslamp Events	3	0	1,500	N/A
Religious Events	3	0	1,849	N/A
Artwalk	2	2	1,246	1,100
Little Italy Festa	1	1	450	500
Total	194	122	502,473 (1,004,946 trips)	311,439 (622,878 trips)



LRV Maintenance Facility Flash Flood December 6, 2018



LRV Maintenance Facility Flash Flood December 6, 2018



LRV Maintenance Facility Flash Flood December 6, 2018



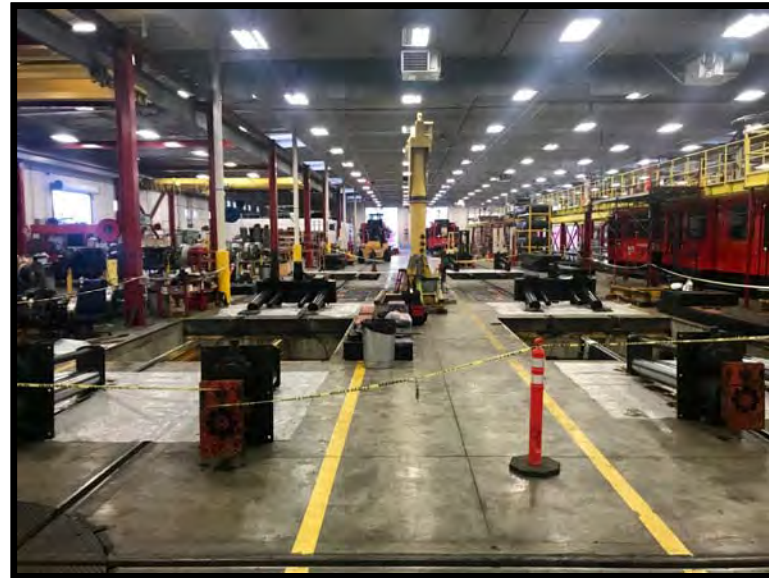
Damages

- 300,000 Gallons of Flood water had to be pumped out of the building, filtered and disposed of at a cost of close to \$300,000
- Wheel Truing Machine condemned. Will be replaced at cost of \$1.8M (Simmons) with a 14 Month lead time
- In Floor Jacks (2 sets) Condemned. Will be replaced at a cost of \$1.1M (BBM) with a 4 month Lead time
- 90% of Pit Lighting was destroyed. Being replaced at a cost of \$100K



Damages

- Office Spaces had to be vacated
- Drywall and flooring was damaged and needed emergency remediation services
- Office and break area furniture damaged and was replaced
- LRV equipment stored in the shop and outside was partially submerged and potentially damaged. Including 2 HVAC units, S70 Drive Unit and a couple pantographs. Costs unknown
- Potential Unknown Electrical damages to the building.



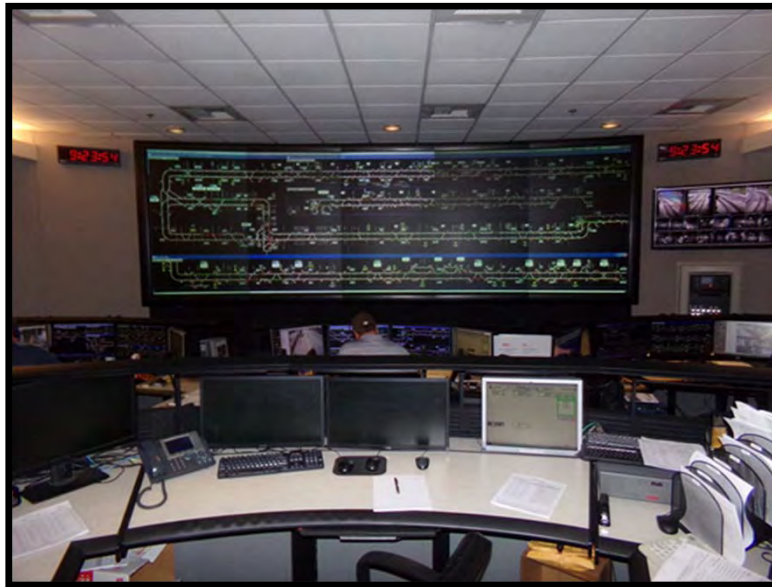
WHATS NEXT AND ARE WE READY?????



Annual Capital Program – State-of-Good-Repair

- There is an \$140B backlog of state-of-good-repair infrastructure projects on rail systems nationwide
- The MTS Capital Program invested \$700M between 2009-2015 to bring the rail system to a 100% state-of-good-repair
- Complete rebuild of the Blue Line, brought the entire system to meet low-floor rail operations, new station platforms, shelters and furniture system-wide, purchased new fleet of low-floor light rail vehicles (LRVs), implemented next train technology and many other passenger conveniences

Operations Control Center (OCC) Refresh to Include Mid-Coast Extension



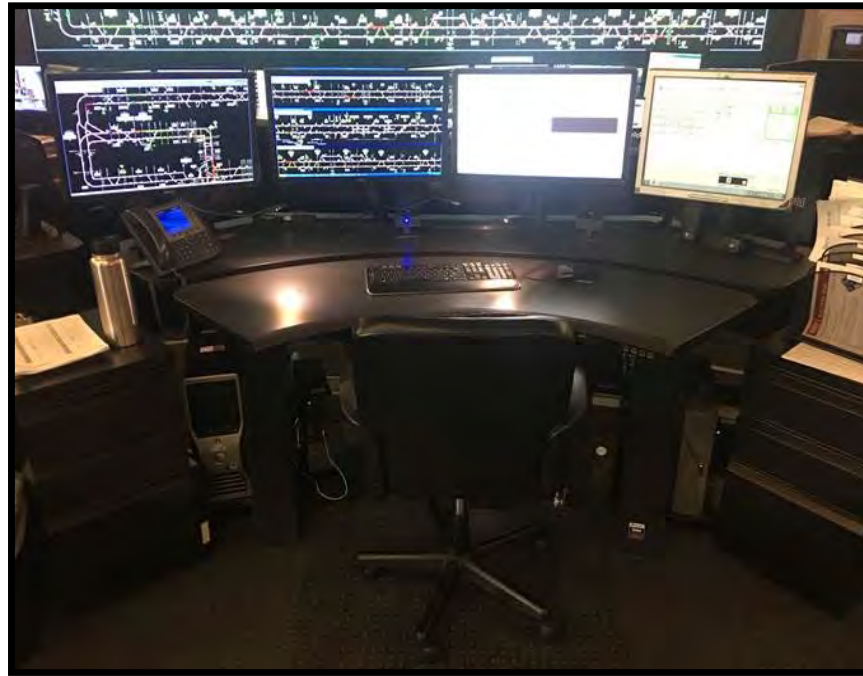
Before



After

Upgraded the centralized train control monitoring screen to state-of-the-art Electrosonic Mitsubishi slim cube technology

Refreshed OCC Controller Consoles, Including a new Mid-Coast Controller Work Station



Euclid Avenue Parking Lot



Euclid Avenue Channel



Before



After

Dairy Mart Road Fencing Project



Before

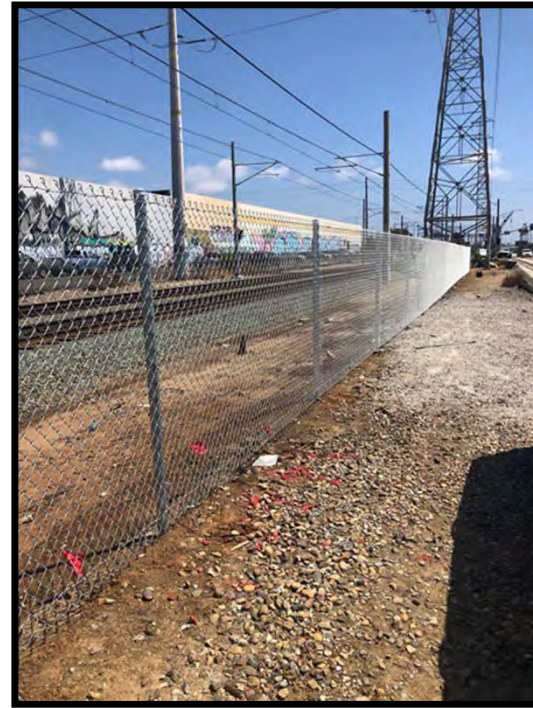


After

Sampson Street Fencing Project

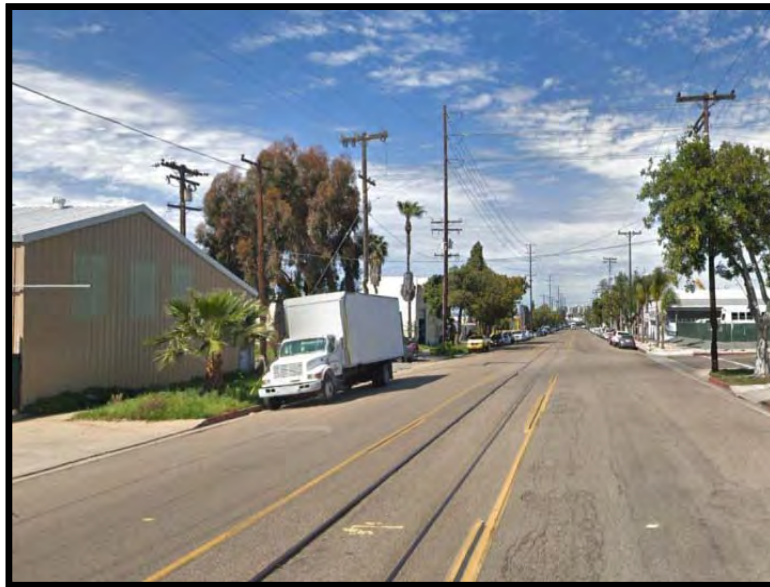


Before



After

Cleveland Avenue Freight Track Removal



Before



After

F Street Freight Track Removal



Before



After

Eighth Avenue Crossing Replacement



Before



After

65th Street Crossing Replacement



Before



After

High Street Crossing Replacement



Before

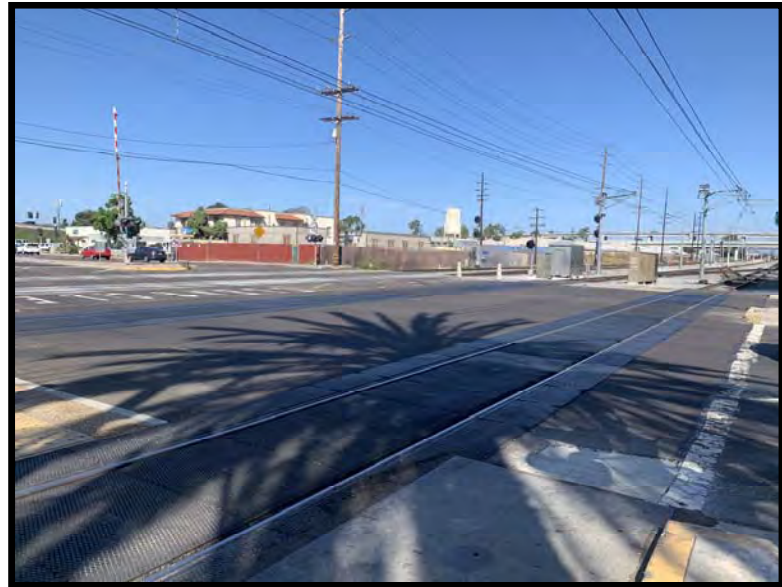


After

Taylor Street Crossing Replacement



Before

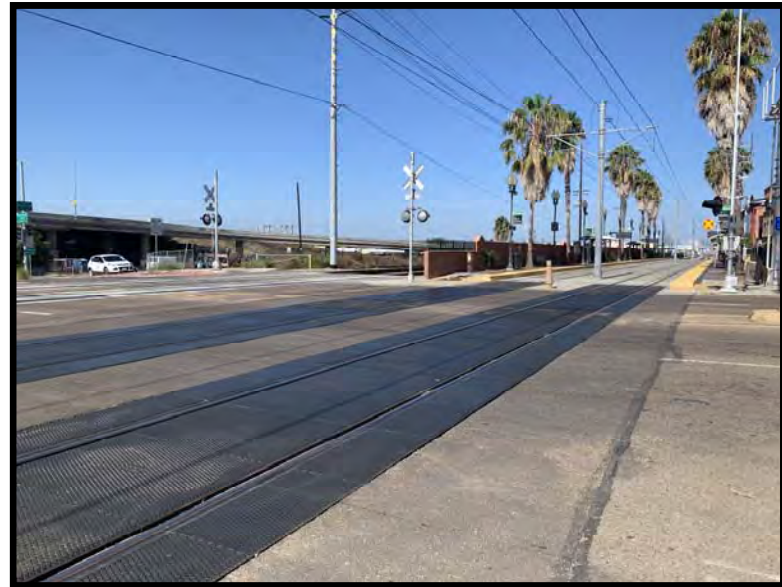


After

Washington Street Crossing Replacement



Before



After

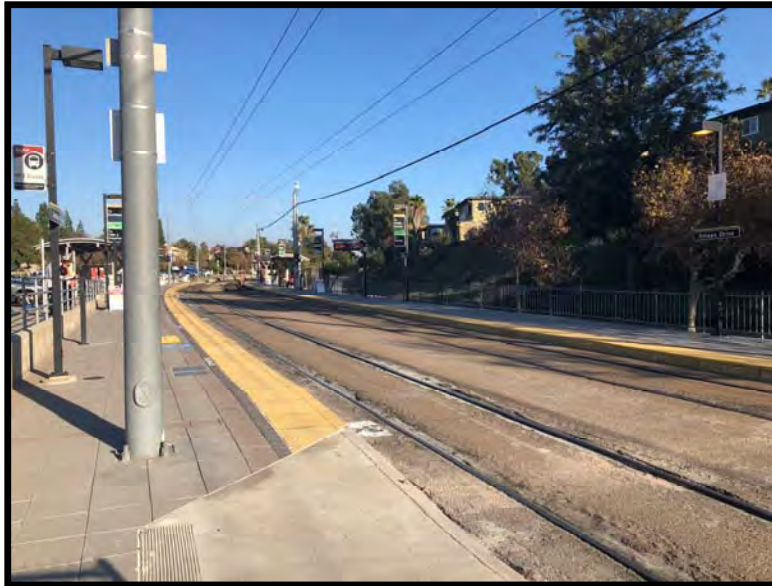
Palm Avenue Crossing Replacement



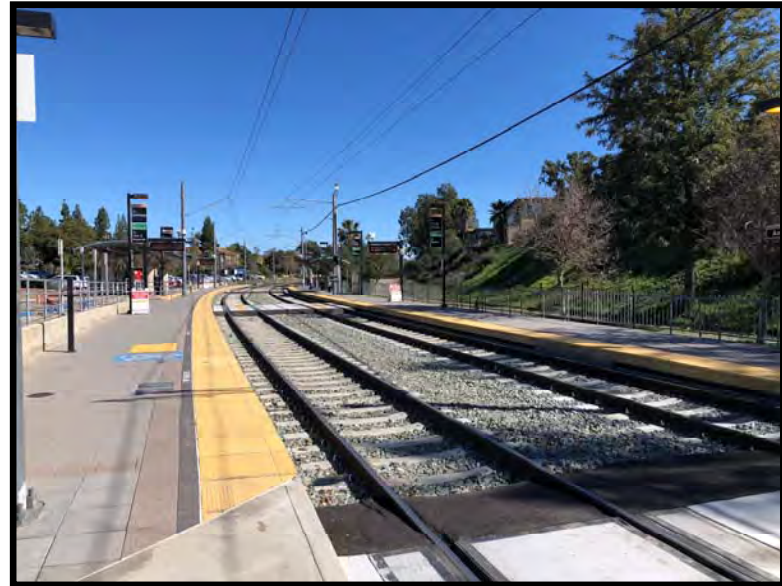
I-8 Bridge Tie & Rail Replacement La Mesa



Amaya Station Track Replacement



Before



After

Grossmont Station Track Replacement



Before



After

Hill Street Retaining Wall - El Cajon



San Ysidro/Beyer Track Replacement



Rail Grinding Program



Rail Grinding Program



New Traction Power Substations



Before



After

SD 9 Procurement



New Vehicle Upholstery



New Vehicle Upholstery



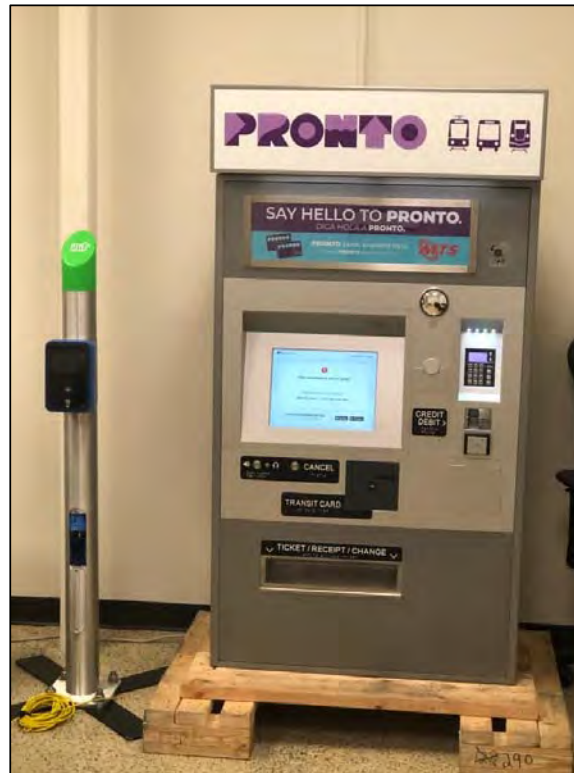
SD-10 Procurement - Replacement of the SD-100 High Floor LRV's



INIT TVM Test Lab



New INIT TVM

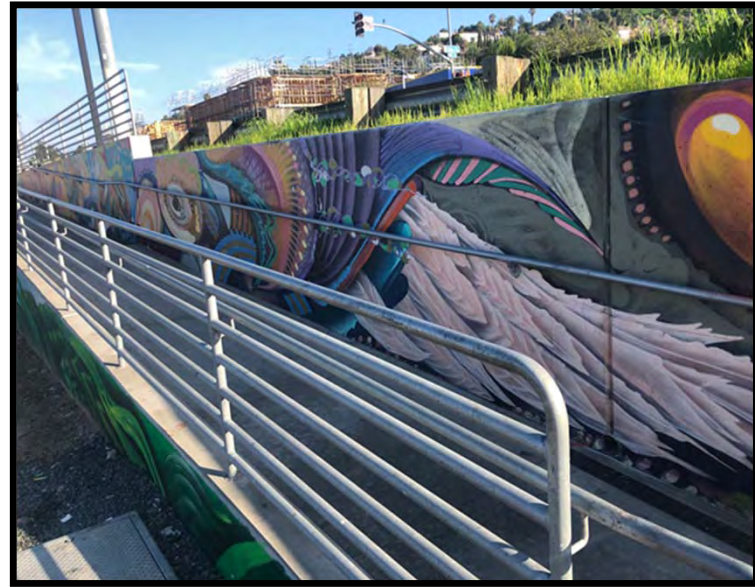


62nd Street Station Mural Graffiti



Before

Mural Restoration



After

LRV 1001 Restoration



LRV 1001 was returned to revenue service on July 13, 2019

Early Warning Device for Track worker Safety

A March 2013 Order from the California Public Utilities Commission (CPUC) required a Roadway Worker Protection Plan (RWPP) and the integration of an Early Warning Device (EWD) into the plan by November 2019. The San Diego Metropolitan Transit System (MTS) selected Miller Ingenuity's Zone-Guard as its EWD. Essentially, EWDs are designed to warn work crews of any approaching rail traffic. MTS needed a product for its unique operating environment, which incorporates 106 miles of track, much of it at-grade in areas with high population densities.

San Diego MTS Implements Early Warning Device for Track Work

BY BRIAN RILEY
Superintendent of Transportation,
San Diego Metropolitan Transit
System
Vice Chair, APTA Operating Practice
Working Group

A MARCH 2013 ORDER FROM THE California Public Utilities Commission (CPUC) required a Roadway Worker Protection Plan (RWPP) and the integration of an Early Warning Device (EWD) into the plan by November 2019. The San Diego Metropolitan Transit System (MTS) selected Miller Ingenuity's Zone-Guard as its EWD. Essentially, EWDs are designed to warn work crews of any approaching rail traffic. MTS needed a product for its unique operating environment, which incorporates 106 miles of track, much of it at-grade in areas with high population densities.

The EWD selected by MTS includes three important elements: a Train Detection Module (TDM), Train Alert Module (TAM) and Employee in Charge and Westbound/Lookout wearables. The TDM can detect train or high-rail equipment approaching a work zone. This module is placed alongside the track or between the rails approximately 200 feet in advance of the work area. It is activated by an approaching train; the TDM sends a signal to the TAM, which is set in advance of or with the work zone. The TAM provides an audible warning and strobe light visible to approaching trains and on-track equipment operators, as well as to the westbound lookout and employee in charge (EIC) in addition to monitoring the on-the-ground detection system. The westbound lookouts and the EIC are equipped with wearable devices to provide an additional layer of warning through vibration and audio alerting. The integration of EWD technology into MTS RWPP requires changes to management procedures through Rule Book, Standard Operating Procedure and RWPP manual revisions. All RWPP employees received specific training including "Rule of the Week" on track operations and flagmen. MTS also has added an EWD module to the required training in practice to all contractors before they can work on system property. Throughout the process, MTS staff learned a great deal about EWDs and how implementation works. The agency often takes time for other

operations, rail and bus operations, maintenance and track allocation, as well as capital planning and delivery, has provided me with wonderful opportunities to participate in real change in an industry that is moving forward fast. Technology advancements have been game-changers in our business. Data tools have reduced safety risks. Safety management systems now identify hazards and track trends. Deploying equipment that prevents injuries has also produced a return on investment. Working in a Rail Control Center for many years, I never imagined that a controller would be able to see the same faults that the operators can see. In real time, on the train condition data display, having the ability to take the information to trackside and reduce the delay time is significant. Reliability-oriented maintenance processes have enhanced the utility

of our equipment and productivity. One source of cars in our WMATA rail fleet has now traveled more than one million miles without a noticeable delay of less than three minutes. Using real-time data from passenger train time has allowed us to successfully manage our fleet during rush hour that we "primus" to deliver them to that not destination within 10 minutes of the scheduled trip time or their fare is credited for future travel. This service guarantee—delivered automatically to customer accounts within a day—and only was a new WMATA commitment to riders. It changed the way we think internally. **WMATA SAFETY AND RELIABILITY** CONTINUED ON PAGE 8



As a train approaches the TDM, flashing lights alert the train operator. The TDM is placed 150 feet in advance of the work zone. The train passes over the TDM, activating the TAM and the westbound/lookout and employee in charge wearables.



EIC wearables alert with vibration and audible alerts.



The TAM alerts a work crew with flashing red strobe lights and audible tone.

Start the procurement process early. Understand that procurement often takes longer than expected.

Involve a team in the analysis process. MTS involved staff from the safety, maintenance of way, operations and training departments in the testing process for efficient performance.

Be sure to budget accordingly. A public transit agency may need more than one budget cycle to accrue the appropriate funding for EWD systems. MTS cost for implementation was approximately \$100,000 for all complete sets, each including two TDMs, four TAMs, three wearable devices and a battery pack.

The trust and true elements identified in CPUC's January Order 173 (gestureless disc, EIC, westbound lookouts, flagmen, reduced operating speeds, con-

Meeting Customer Needs With Safety and Reliability

BY LISA WOODRUFF
Senior Vice President, Rail Services
Washington Metropolitan Area
Transit Authority (WMATA)

MOVING THE RIDING PUBLIC TO their destinations using multimodal vehicles safely and reliably, with good customer service, are the missions that define success for all public transit agencies.

I have had the privilege to be a part of the transportation industry for more than 30 years. Serving in roles in active

of our equipment and productivity. One source of cars in our WMATA rail fleet has now traveled more than one million miles without a noticeable delay of less than three minutes. Using real-time data from passenger train time has allowed us to successfully manage our fleet during rush hour that we "primus" to deliver them to that not destination within 10 minutes of the scheduled trip time or their fare is credited for future travel. This service guarantee—delivered automatically to customer accounts within a day—and only was a new WMATA commitment to riders. It changed the way we think internally. **WMATA SAFETY AND RELIABILITY** CONTINUED ON PAGE 8



EIC wearables alert with vibration and audible alerts.



The TAM alerts a work crew with flashing red strobe lights and audible tone.



Old Town Signal Cutover



Supporting the Mid-Coast Extension



Friars Junction - Green Line to the UCSD Blue Line Extension



Readiness for Operations Activities

Rail Activation Committee -

- Start-Up Schedule Coordination
- MTS Training and Familiarization Activities
- System Integrated Test Review
- Wayside Signage Review
- Owner Furnished Procurement Item Coordination
- Quarterly Walking Inspections



MTS Response to COVID-19



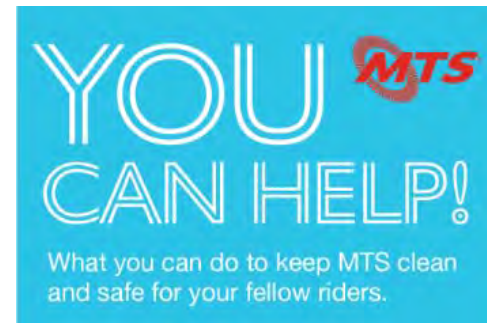
In cooperation with the County of San Diego, 56 handwashing stations have been placed at all Trolley stations and the UTC Transit Center.

Maintaining Healthy Operations and Keeping Transit Workers Safe

Clean Ride Campaign

- Safety Protocols
- Passenger and Employee Safety
- Face Coverings
- Social Distancing
- Germ Barriers and Rear-Door Boarding
- No-Contact Fares
- Hand Washing Stations and Hand Sanitizer

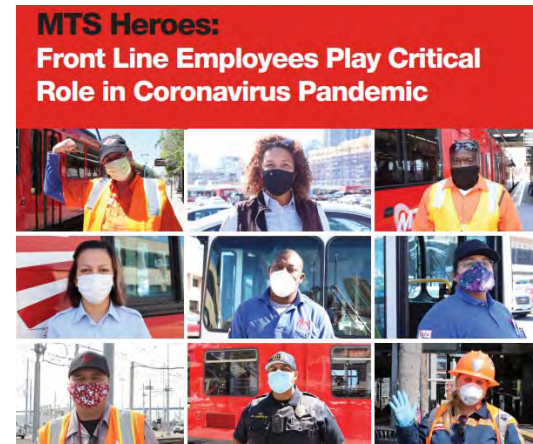
- Employee Communication
- Maintain Essential Service to the Community
- Participation in Scripps Health – [Detect Study](#)



COVID-19 Impacts

Mode	% Decrease in Ridership
Rail	55
Bus	64

- Service Levels returned to normal; ridership slowly returning
- Accelerated procurement of PPE and Cleaning Products
- Track Employees and Contractors testing positive
- Installation of germ-free barriers on buses for operators and at all check-in locations for employees
- Monitor Employee Temperatures
- Use of Guidance Tools: CDC, USEPA, NCHRP Report 769, etc.
- Education and Information: APTA and FTA Webinars





FY 2020 Annual Performance Monitoring Report

MTS Board of Directors
October 15, 2020



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

Agenda Item No. 47

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 15, 2020

SUBJECT:

SUMMARY OF SENIOR/DISABLED/MEDICARE (SDM) DISCOUNT FARE PROGRAM
AND RECENT UPDATES TO ELIGIBILITY FORMS (SHARON COONEY)

INFORMATIONAL ITEM

Budget Impact

No budget impact from this agenda item.

DISCUSSION:

Fare Revenue as a Component of MTS's Operating Budget

MTS's budget is generally made up of a combination of revenue generated by MTS operations (fare revenue received from selling transit tickets and passes, advertising, and other revenue generated from MTS assets) and Subsidy Revenue (State and Local sales tax proceeds, federal subsidy, and other state and federal grant programs). This revenue is used to fund MTS transit operations and capital projects that improve the system or maintain MTS's infrastructure in a state of good repair. Pre-COVID, MTS's FY20 operating budget totaled \$305 million. Of this total, \$97 million was from fare revenue, \$20M was from other MTS assets, and \$188 million was from subsidy. Therefore, roughly 1/3 of MTS's budget must be funded by fare revenue (also called "farebox recovery rate"). This reliance on fare revenue is the highest among MTS's peer agencies. In 2018, the average farebox recovery rate for MTS's peer agencies was 18.4%, compared to 31.7% for MTS. (See Attachment A – 2018 National Transit Database (NTD) Peer Analysis.)

Historically, MTS has been able to maximize the use of its revenue, in effect "stretching every dollar" so that we can deliver more service for less cost. MTS does this by keeping costs low, maintaining or increasing ridership, and collecting fare revenue. MTS's focus on fare revenue as a major component of its operating budget is balanced by the impact rising fares can have on MTS's passengers, 84% of whom have an annual household income below \$50,000 (MTS 2019 Customer Satisfaction Survey). The Fare Study recently completed by SANDAG and reviewed by MTS and NCTD, resulted in a



decision to maintain the price of a regional monthly pass at \$72 – keeping it at the same rate it has been at since 2009. Instead, in order to generate additional revenue to support transit operations, the Board approved other changes that took effect last September, including:

- Increasing the One-Way Bus Fare from \$2.25 to \$2.50
- Increasing the Day Pass price from \$5 to \$6
- Adding SDM and Youth Day Passes at a price of \$3
- Reducing the Youth Monthly Pass price from \$36 to \$23
- Increasing the SDM Monthly Pass price from \$18 to \$23
- Increasing the “Senior” age for SDM passes from 60 to 65 years old

If fare revenue collected by MTS each year is substantially reduced it must be offset by other revenue. Barring new sources of subsidies, either transit service operated by MTS would have to be significantly reduced/eliminated or fares would have to be increased to offset this loss. Because of the significant, negative impact either of these options would have on MTS’s passengers, most of whom are low income and transit dependent, MTS makes an effort to protect its existing fare revenue. The reduced fare eligibility process is part of that effort, and is intended to maintain the program for those who in fact qualify for such a substantial government benefit.

SDM Discount Fare Program

The SDM discount fare program originates from the federal government’s Half-Price Fare Requirement. As a condition of federal transit funding, transit agencies are required to provide a half-price fare to the following individuals during non-peak hours:

- Seniors (age 65 and older)
- People with disabilities
- Medicare cardholders

Therefore, under federal law, MTS would be required to offer a \$36 monthly SDM pass. As part of the *TransNet* sales tax measure, and with the 2019 Fare Changes adopted by SANDAG, the San Diego region enhanced the SDM discount to a 68% discount off of the normal monthly fare. Even though the federal program is not an income-based discount, the significant price savings of the SDM monthly pass creates an income-based motivation to qualify for this discounted fare.

Transit-Related Disability Requirement

The Half-Price Fare requirement is not part of the Americans with Disabilities Act (ADA), but instead is a general condition placed upon the receipt of federal transit funding. The definitions of the above individuals are provided by statute, FTA regulations and guidance documents. FTA regulations (49 CFR 609.3) have narrowly defined “people with disabilities” for purposes of this discounted fare to be individuals with a transit-related disability.

Persons with disabilities are defined by FTA as persons “who by reason of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including any individual who is a wheelchair user or has semi-ambulatory capabilities), cannot use effectively, without special facilities, planning, or design, mass transportation service or a mass transportation facility.”

(See FTA Fiscal Year 2019 Comprehensive Review Guide – Section 5307 Program Requirements; 49 CFR 609.3.)

Certain state statutes further expand or clarify additional individuals who shall be granted access to the half-price fare, including individuals with a Department of Motor Vehicles disabled placard, specified disabilities affecting mobility, certain vision impairments, and heart or lung impairments.

The FTA's regulations governing the half-price fare requirement generally focus on individuals with mobility impairments and assume that certain conditions or disabilities that do not impact mobility would not automatically qualify for the discounted fare.

For example, Appendix A to 49 CFR 609, provides the following Questions and Answers as guidance for who is required to be granted eligibility under the Half-Price Fare program:

3. Question: Can the definition of handicap be limited in any way? Answer: FTA has allowed applicants to exclude some conditions which appear to meet the functional definition of handicap provided in section 5302(a)(5) of the Federal transit laws (49 U.S.C. Chapter 53). These include pregnancy, obesity, drug or alcohol addiction, and certain conditions which do not fall under the statutory definition (e.g., loss of a finger, some chronic heart or lung conditions, controlled epilepsy, etc.). Individuals may also be excluded whose handicap involves a contagious disease or poses a danger to the individual or other passengers. Other exceptions should be reviewed on a case-by-case basis.

4. Question: Is blindness considered a handicap under Section 5(m)? Answer: Yes.

5. Question: Is deafness considered a handicap under section 5(m)? Answer: As a rule, no, because deafness, especially on buses, is not considered a disability which requires special planning, facilities, or design. However, deafness is recognized as a handicap in the Department of Transportation's ADA regulation, and applicants for Section 5 assistance are encouraged to include the deaf as eligible for off-peak half-fares.

6. Question: Is mental illness considered a handicap under section 5(m)? Answer: As a rule, no, because of the difficulty in establishing criteria or guidelines for defining eligibility. However, FTA encourages applicants to provide the broadest possible coverage in defining eligible handicaps, including mental illness.

MTS's Proof of SDM Eligibility Process

MTS revised its proof of SDM eligibility process when the agency rolled out the option for customers to obtain a SDM Compass Card with their photo included. This raised awareness of the program and streamlined the fare check process for patrons because it provided ready proof of eligibility to use the SDM pass product when being checked by drivers or fare enforcement officers. The SDM Compass Card with picture became popular with passengers because they no longer had to carry other identification such as their state-issued proof of age or Medicare Card. Since 2011, various revisions have been rolled out over the years to address questions or confusion that applicants or providers had with the forms and the process. Additional changes have been made when state or federal guidelines changed, or when the medical profession changed its own standards. Outreach to medical providers, educators, and social service agencies was a critical part of the process.

MTS has two forms for applicants to get a Compass Card Photo ID that proves SDM eligibility: a Short Form and a Long Form. Since 2015, on average 90% of applicants used the Short Form. Short Form use has increased over time and the average in 2020 is 94%. The Short Form allows seniors, Medicare recipients, Supplemental Security Income (SSI) or Social Security Disability Income (SSDI) recipients, DMV placard holders, paratransit passengers, and individuals with an SDM-equivalent approval from another California transit agency to provide proof of such status and automatically be enrolled in the SDM program. (See Attachment B.) The Short Form process acknowledges that the agency issuing this “proof” already conducted an independent eligibility review. (Note: Customers with any of these proofs of status are still able to purchase a non-photo SDM Compass card without going through the Short Form process. They would simply show their proof along with their compass card when asked by a Code Compliance Inspector or bus driver.)

For individuals who do not have the proof required to use the Short Form process, MTS provides a Long Form that can be completed by an applicant’s medical provider to review the SDM eligibility requirements and confirm that the applicant’s disability meets those requirements. (See Attachment C.) The Long Form is intended to walk the medical provider through the eligibility criteria and answer questions that have been commonly raised by applicants and providers. A legal explanation of the program is also provided at the end of the Long Form. The intent is to help the medical provider make an informed assessment before signing the Long Form under penalty of perjury.

Attachment D provides sample eligibility forms from other transit agencies for comparison with the MTS program.

2020 Long Form Revisions

The most recent changes made to the Long Form¹ include the following:

1. Updated list of approved medical providers who may certify SDM eligibility to coincide with the Social Security Administration (SSA) list of “Acceptable Medical Sources” for SSI or SSDI applications. Because of the similarity in the programs, MTS has historically followed SSA’s definition of an “acceptable medical source”, which can be found at 20 CFR 404.1502. Upon review of the MTS Long Form, it was determined that changes made by SSA in 2017, adding Licensed Advance Practice Registered Nurses (or nurses with a similar qualification/title) to the definition, had not been incorporated into the MTS Long Form. The Long Form has been updated to allow licensed physicians’ assistants and nurse practitioners to certify in all categories in which they are licensed to diagnose.
2. Removed the Narrative Box for medical providers to explain how a particular disability impacts the applicant’s ability to use transit. This box had been included to help walk medical providers through the eligibility criteria contained in federal law. However, in response to recent complaints that this box adds to the confusion, it was removed from the application.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

¹ The revised Long Form is in Attachment C. The prior form is in Attachment E.

Attachments: A. 2018 NTD Peer Analysis
B. MTS SDM Short Form
C. MTS SDM Long Form (Revised 10/2/2020)
D. Peer Agencies' Discount Fare Application Forms
E. Prior MTS SDM Long Form

PEER ANALYSIS

Att. A, AI 47, 10/15/2020

Comparable Agencies to MTS

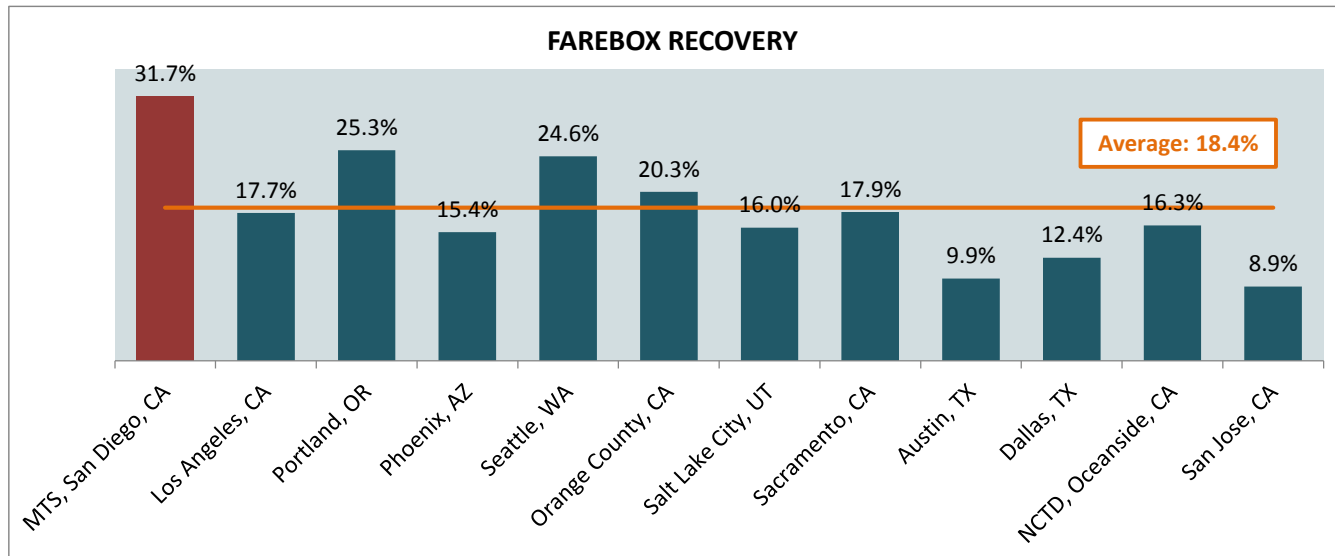
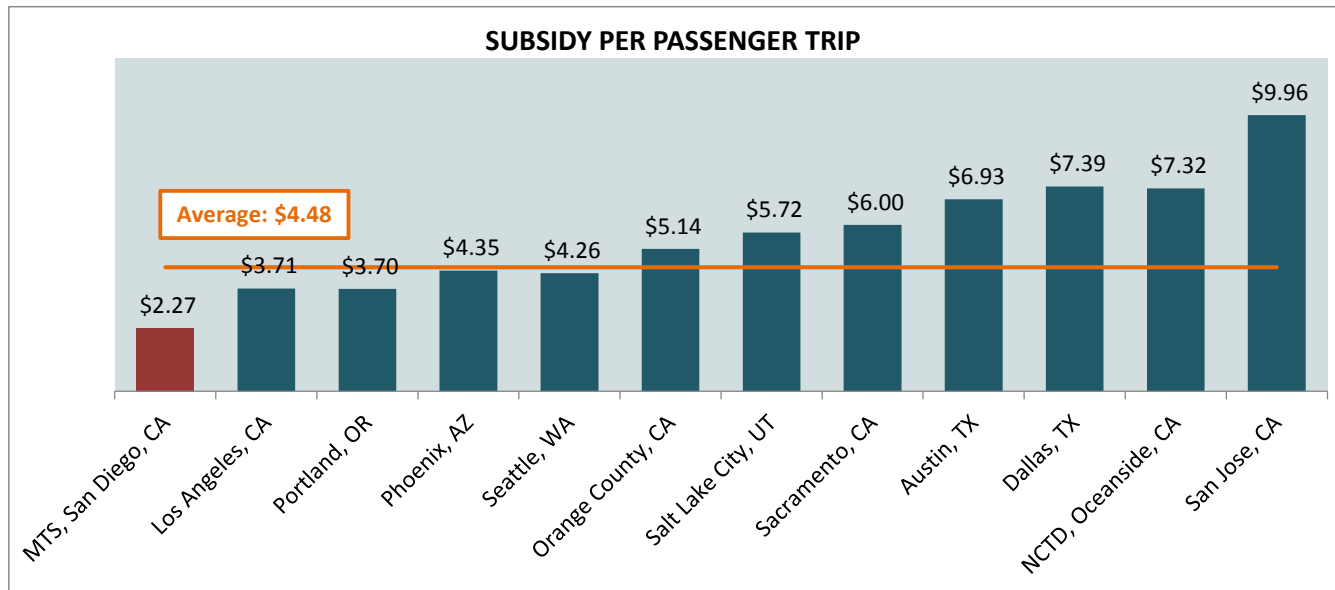
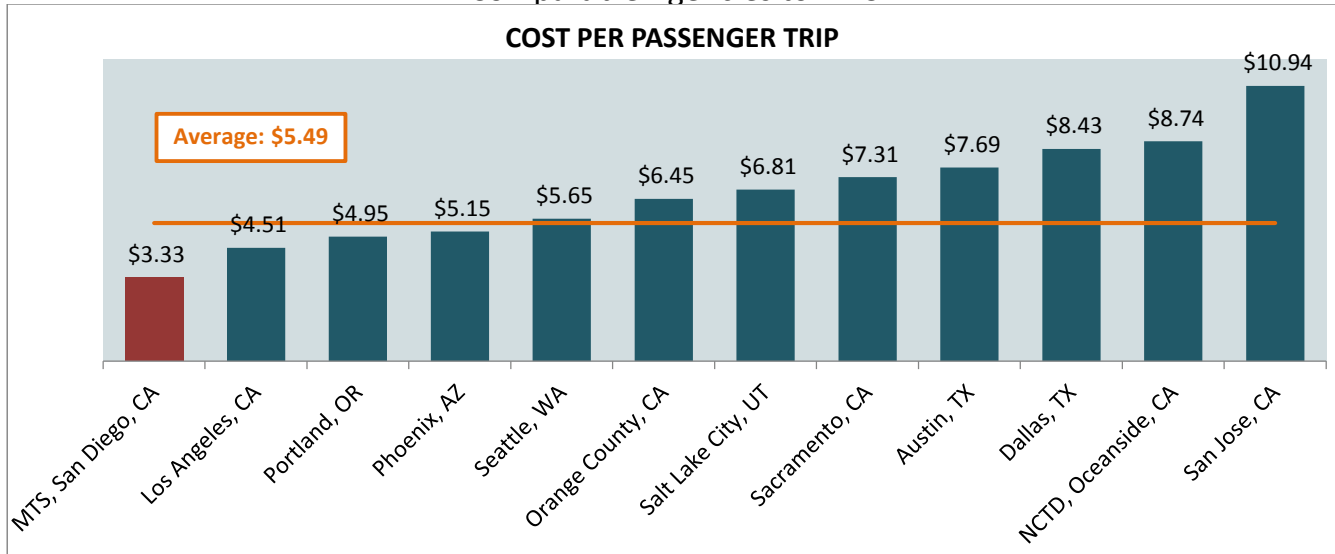
AGENCY NAME	ANNUAL RIDERSHIP	ANNUAL OPERATING COST	COST PER PASSENGER TRIP	FAREBOX RECOVERY
MTS Metropolitan Transit System (San Diego, CA)	85,429,212	\$284,436,283	\$3.33	31.7%

LA METRO Los Angeles County Metropolitan Transportation Authority (Los Angeles, CA)	394,361,657	\$1,777,308,055	\$4.51	17.7%
TRIMET Tri-County Metropolitan Transportation District of Oregon (Portland, OR)	97,033,281	\$480,116,590	\$4.95	25.3%
VALLEY METRO City of Phoenix/RPTA/Valley Metro Rail/vRide (Phoenix, AZ)	69,854,894	\$359,737,752	\$5.15	15.4%
KING COUNTY METRO King County Department of Transportation (Seattle, WA)	129,054,197	\$729,518,390	\$5.65	24.6%
OCTA Orange County Transportation Authority (Orange County, CA)	42,201,857	\$272,081,398	\$6.45	20.3%
UTA Utah Transit Authority (Salt Lake City, UT)	44,176,331	\$300,954,051	\$6.81	16.0%
RT Sacramento Regional Transit District (Sacramento, CA)	20,890,308	\$152,660,649	\$7.31	17.9%
CAPMETRO Capital Metropolitan Transportation Authority (Austin, TX)	29,491,269	\$226,716,115	\$7.69	9.9%
DART Dallas Area Rapid Transit (Dallas, TX)	62,438,784	\$526,345,932	\$8.43	12.4%
NCTD North County Transit District (Oceanside, CA)	10,662,534	\$93,189,180	\$8.74	16.3%
VTA Santa Clara Valley Transportation Authority (San Jose, CA)	37,511,168	\$410,229,473	\$10.94	8.9%
AVERAGES	85,258,791	\$467,774,489	\$5.49	18.4%

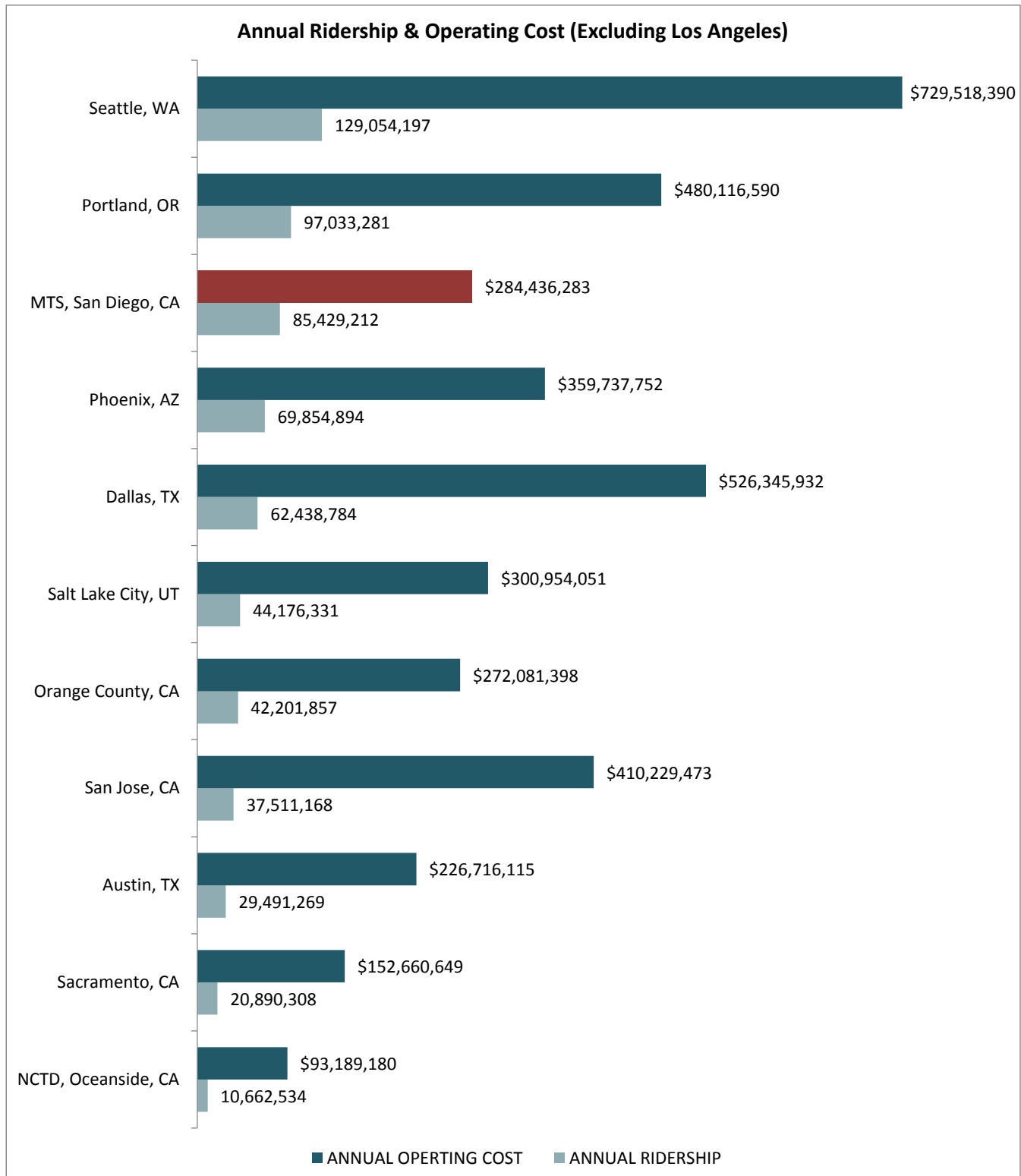
PEER ANALYSIS

Att. A, AI 47, 10/15/2020

Comparable Agencies to MTS



Comparable Agencies to MTS





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

APPLICATION FOR REDUCED FARE S/D/M Compass Card (SHORT FORM)

Note: If you are applying for a San Diego Metropolitan Transit System (MTS) S/D/M Compass Card with a statement of disability from a physician, **STOP** and complete the Application for Reduced Fare (Long Form).

Section A. APPLICANT INFORMATION (Please print legibly)

Name _____ Date of Birth ____/____/____
Last First Middle Initial
Mailing Address _____ Apt. No. _____
City _____ State _____ ZIP _____ Phone No. (____) _____

Section B. NEW CARD or REPLACEMENT

- ☐ **New card.** If you have not had an S/D/M Compass Card before, check this box. The cost is \$7.
- ☐ **Replacement card.** If your S/D/M Compass Card was lost, stolen, or expired, check this box. The cost of a replacement card is \$7 (does not include balance protection on lost, stolen or expired card unless your card was registered).

Section C. CERTIFICATION OF ELIGIBILITY

Please mark your eligibility category below. Check **ONLY ONE** category. Applicants are required to present a valid passport or a valid state-issued photo ID card in addition to the documents listed below.

- ☐ **Seniors** Applicants who are 65 years of age or older or born on or before September 1, 1959 must show valid picture ID with birth date. Acceptable forms of ID for proof of age are:
1. Valid State Driver License; or **2.** Valid DMV Identification Card; or **3.** Valid Passport.
- ☐ **Supplemental Security Income (SSI) -or- Social Security Disability Income (SSDI)** Award Letter Date: ____/____/____
BNC#:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

REF: _____
Applicant must show **ORIGINAL** award letter (issued **within ONE YEAR**) to MTS Transit Store staff. Photo copies will **NOT** be accepted.
- ☐ **DMV Disabled Eligibility** **Valid Registration Number for DMV Placard:** _____
Applicant must show valid registration for a DMV placard to MTS Transit Store staff. Photo copies or faxes will **NOT** be accepted.
- ☐ **Medicare Recipient** **Medicare Card (not Medi-Cal)**
Applicant must show original Medicare Card to MTS Transit Store staff. Photo copies or faxes will **NOT** be accepted.
- ☐ **MTS Access Recipient** **MTS Access Certification expiration date:** ____/____/____
Applicant must show original Access Certification to MTS Transit Store staff. Photo copies or faxes will **NOT** be accepted.
- _____ By initialing here, I authorize the Metropolitan Transit System to confirm
Access Certification through Medical Transportation Management (MTM).
- ☐ **NCTD or Other California Transit Agency Disabled ID** **NCTD or other California Transit Agency Disabled ID**
Applicant must show valid, unexpired NCTD or other California transit agency reduced fare disabled or complementary paratransit ID and government issued photo ID (if no photo included on disabled ID).

Section D. APPLICANT SIGNATURE

I certify to the best of my knowledge that the information on this application is true and correct.

I understand that providing false or misleading information could result in my eligibility status being terminated.

I understand that I must either: be 65 years of age or older or born on or before September 1, 1959; have a valid award letter from SSI or SSDI; have a Medicare card; have registration for DMV placard; be an MTS Access recipient; or have a valid, unexpired NCTD or other California transit agency reduced fare disabled or complementary paratransit ID.

I understand that I must provide this completed and signed application and the required state or government-issued photo ID that shows that I qualify for a reduced fare in person to be considered for an S/D/M Compass Card. I understand that there is a processing fee for the card.

I understand that the S/D/M Compass Card is NOT transferrable to others.

I understand that MTS reserves the right to determine eligibility based on federal guidelines.

I understand that the S/D/M Compass Card is valid until the date printed on the card and that I must reapply at that time if I wish to continue my eligibility with the program.

I understand that I must tap my S/D/M Compass Card on the bus farebox card reader or trolley validator to be eligible for the reduced fare.

Section E. REGISTRATION for S/D/M BALANCE PROTECTION

☐ **YES** – Register S/D/M Compass Card for FREE Balance Protection

Balance Protection is a FREE Program to replace the balance on a lost, stolen, damaged or expired S/D/M Compass Card. You MUST select “YES” for the Balance Protection to register your S/D/M Compass Card.

Return Application in Person to: **MTS Transit Store**
1255 Imperial Avenue – 1st Floor
San Diego, CA 92101

Hearing-Impaired Customers: TDD – Southern San Diego County 619.234.5005
TDD – Northern San Diego County 1.888.722.4889

Section F. FOR OFFICE USE ONLY

Government or State-Issued ID Card

Expiration Date

Staff Initials

Compass Card No.:
(Please print clearly)

0	1	6	0														
---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Card Issue Date

Eligibility Expiration Date



Application for Reduced Fare (Long Form) Att. C, AI 47, 10/15/2020 Persons with Medical Disabilities

Informational Sheet

Thank you for your interest in San Diego Metropolitan Transit System's (MTS's) Reduced Fare Program. This program provides a reduced MTS fare for eligible customers who have a qualifying disability and a transit-related impairment requiring special planning, facilities, or design.

Use the Short Form if you receive any of the following (do not use this Long Form):

- Senior (65 or older)
- SSI or SSDI
- DMV Disabled Eligibility
- Medicare
- MTS Access Eligibility

If you need to replace a lost or stolen MTS Compass Card picture ID, skip this form and call 511 or visit The Transit Store.

HOW TO APPLY:

1. Complete and sign Section 1: Applicant Information and Release.
2. Have your physician or licensed health care professional* (see Section 3 for a list of authorized licensed health care professionals) who is currently treating you for the qualifying disability complete and sign Section 2: Physician Statement and Information.
3. Return the completed original application in person or by mail to:
SDM Eligibility Office
100 16th Street
San Diego, CA 92101

PLEASE DO NOT SEND PAYMENT OR CASH TO THIS ADDRESS

NOTIFICATION OF DETERMINATION:

MTS will notify you by mail with a determination of your application within 15 working days **contingent upon full completion of information and verification by your physician or licensed health care provider.**

Until your application is approved, you must purchase a regular fare (cash or pass).

Inaccurate or incomplete information on the application, failure to provide identification, or inability to verify physician/licensed health care provider's certification may delay the processing of the application and/or result in an Incomplete determination.

MTS reserves the right to make a final determination of eligibility of disabled identification cards. Applications are for internal use only and will not be subject to public review. Should an application be denied, an appeal may be filed with MTS or you may submit a new application.

IF YOUR APPLICATION IS APPROVED:

Bring the following when picking up an approved disabled Compass Card from The Transit Store:

1. Your current state or government-issued photo ID that shows your date of birth (state driver's license, state ID card, or passport). Photocopies will not be accepted.
2. Correct processing fee (\$7 for new or renewal cards payable by cash, money order, check, traveler's check, commuter check voucher, Visa, or MasterCard)



Application for Reduced Fare (Long Form) Att. C, AI 47, 10/15/2020
Persons with Medical Disabilities

This page intentionally left blank.



Application for Reduced Fare (Long Form) Att. C, AI 47, 10/15/2020
Persons with Medical Disabilities

SECTION 1: Applicant Information and Release
All fields must be complete

APPLICANT INFORMATION

_____ Last Name	_____ First Name	_____ Middle Initial	_____ Birth Month/Day/Year
_____ Mailing Address	_____ City	_____ State	_____ ZIP Code
_____ Phone number with area code			(_____)_____

CARD INFORMATION (check the appropriate box below)

- ☐ **New Card.** If you have not had an MTS Disabled ID Card before, check this box.
- ☐ **Renewal Card.** If your MTS Disabled ID card is expiring, please check this box.

APPLICANT ACKNOWLEDGEMENT AND MEDICAL RELEASE CONSENT

I CERTIFY to the best of my knowledge that the information on this application is true and correct. I understand that providing false or misleading information could result in my eligibility status being terminated.

I understand that my MTS Disabled ID Card is not transferable to other persons and that MTS reserves the right to determine qualifications for issuing cards in accordance with the terms and conditions listed on the application instruction sheet. I understand the MTS Disabled ID Card is valid until the date printed on the card and that I must reapply at that time if I wish to continue my eligibility with the MTS Disabled ID Card program. I understand that on the bus, I must tap my MTS Disabled ID Card on the farebox or card reader and for the trolley, I must tap the station validator to be eligible for the reduced fare.

I understand that the information on this application will be kept confidential by the professionals involved in evaluating my eligibility. I understand that MTS will contact the physician or licensed health care provider on the back of this form to verify my qualifying disability.

I AUTHORIZE the certifying physician or licensed health care provider to provide all information needed to MTS in determining my eligibility for the MTS reduced-fare program.

I HAVE READ AND UNDERSTAND the Informational Sheet. I understand that until my MTS Disabled ID Card is approved, I will need to purchase the regular adult fare to use MTS's transit services.

Original Signature (copies/faxed/stamped signatures NOT accepted)

Date of Signature

This page **must be filled out BEFORE** Section 2: Physician Statement and Information.



Application for Reduced Fare (Long Form) Att. C, AI 47, 10/15/2020

Persons with Medical Disabilities

SECTION 2: Physician Statement and Information

All fields must be complete

ONLY THE TREATING *PHYSICIAN/QUALIFIED HEALTH CARE PROFESSIONAL is authorized to fill out **ANY** portion Section 2. It must be complete or the application will be returned. Copies, faxed, or typed applications are not accepted and will result in an incomplete determination.

PATIENT NAME & DISABILITY INFORMATION

Patient Name: _____

Duration from date of this certification (choose one): ☐ 3 months ☐ 6 months ☐ 1 year ☐ 3 years

***PHYSICIANS/HEALTH CARE PROFESSIONALS QUALIFIED TO CERTIFY** (as follows):

Licensed Physician (MD/DO): ALL categories 1-15	Licensed Psychiatrist/Psychologist 10-15
Audiologist: 9	Podiatrist: 1, 2, 6, 7
Certified School Psychologist: 15	
Licensed physicians' assistants and nurse practitioners may certify in all categories in which they are licensed to diagnose.	

Check all categories that apply below (must meet criteria on "List of Qualifying Disabilities" on pg. 6):

- | | |
|--|--|
| <input type="checkbox"/> 1. NONAMBULATORY (Impairments requiring use of a wheelchair) | <input type="checkbox"/> 9. HEARING disability (see Section 3 for details)
dB(A) loss: 500 Hz: _____ 1000 Hz: _____ 2000 Hz: _____ |
| <input type="checkbox"/> 2. ARTHRITIS (check applicable type[s] below)
<input type="checkbox"/> Therapeutic Grade III <input type="checkbox"/> Functional Class III <input type="checkbox"/> Anatomical State III | <input type="checkbox"/> 10. INTELLECTUAL/DEVELOPMENTAL DISABILITY |
| <input type="checkbox"/> 3. CARDIOPULMONARY/CARDIOVASCULAR DISEASE
(see Section 3 for details) | <input type="checkbox"/> 11. AUTISM |
| <input type="checkbox"/> 4. CEREBROVASCULAR ACCIDENT (ongoing debilitating)
(see Section 3 for details) | <input type="checkbox"/> 12. NEUROLOGICAL DISABILITY
Specific diagnosis: _____ |
| <input type="checkbox"/> 5. DIALYSIS (kidney dialysis machine in order to live) | <input type="checkbox"/> 13. EPILEPSY – Type: _____
Seizure-free continuous 6-mo period? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> 6. AMPUTATION/DEFORMITY (hands and/or feet or loss of major function) | <input type="checkbox"/> 14. MENTAL HEALTH CONDITION
Principal diagnosis DSM 5: _____ |
| <input type="checkbox"/> 7. MOBILITY-AIDED
Permanent mobility device(s) used: _____ | <input type="checkbox"/> 15. LEARNING DISABILITY
Specific Diagnosis: _____ |
| <input type="checkbox"/> 8. SIGHT disability
Best corrected vision: RIGHT: _____ LEFT: _____ | |

1. Is/are condition(s) controlled by medication(s)? ☐ Yes ☐ No ☐ Not taking medication
2. Does the disability and/or health condition listed above affect the applicant's ability to use MTS facilities and/or transit services? ☐ Yes ☐ No

Continue 



Application for Reduced Fare (Long Form) Att. C, AI 47, 10/15/2020

Persons with Medical Disabilities

CERTIFICATION OF TREATING PHYSICIAN/LICENSED HEALTH CARE PROFESSIONAL

I CERTIFY I am legally licensed by the State of California. **I AM CURRENTLY TREATING** _____
(patient name) for a qualifying disability, the applicant is disabled as defined by the above criteria, and the information I have provided is true and correct under penalty of perjury according to the laws of the State of California.

Physician's Name (**ONLY *qualified professionals**)

Physician's License Number

Office Street Address Suite

City, State, ZIP Code

Phone Number w/Area Code Extension

Fax Number w/Area Code

Authorized Signature (MUST BE AN ORIGINAL)

COPIES/FAXED/STAMPED SIGNATURES NOT ACCEPTED

Date of Signature

INFO. CAN BE RELEASED TO MTS UP TO 60 DAYS FROM DATE OF SIGNATURE

Please DO NOT SUBMIT applications for individuals who do not qualify for a medical disability reduced fare. Not all disabilities under Section 37.3 qualify an individual to receive a reduced fare transit card. Reduced fare ID cards are NOT ISSUED for socioeconomic purposes, pregnancy, obesity, drug and/or alcohol addiction, taken alone, or a condition that can be controlled through medication. Please see the MTS handout "Explanation of Reduced Fare Benefits for Individuals with Disabilities" for an explanation of the disabilities that could qualify an individual for reduced fare with MTS. The medical disability must be identified in Title 49 Section 37.3 of the Code of Federal Regulations and must further meet the state and federal requirements for reduced fare eligibility. The qualifying disability(ies) must inhibit the applicant's ability to effectively use mass transportation services or a mass transportation facility without special facilities, planning, or design.
PLEASE MAKE A COPY FOR YOUR FILE; MTS WILL CALL TO VERIFY (Applicant's Medical Release Consent in Section 1)



For MTS Internal Use Only: Verified by _____

Date _____

Staff Initials _____

SECTION 3: List of Qualifying Disabilities

***Licensed physicians' assistants and nurse practitioners may certify in all categories in which they are licensed to diagnose**

Qualifying Disability	*Licensed Professional Authorized to Complete Certification
1. NONAMBULATORY - Impairments (such as anatomical loss or paralysis) that require use of a wheelchair	Licensed physician (MD or DO) or podiatrist
2. ARTHRITIS – American Rheumatism Assoc. may be used as a guideline for determination of arthritic disability, Therapeutic Grade III, Functional Class III, Anatomical State III or worse as evidence of arthritic disability	Licensed physician (MD or DO) or podiatrist
3. CARDIOPULMONARY/CARDIOVASCULAR DISEASE – Serious loss of heart or lung reserves as shown by X-ray, EKG, or other tests and, in spite of medical treatment, there is breathlessness, pain, or fatigue. Requires impairment at Class III or IV level upon standards accepted by the American Heart Association.	Licensed physician (MD or DO)
4. CEREBROVASCULAR ACCIDENT – Ongoing debilitating effects following occurrence of cerebrovascular accident (stroke) or cerebral palsy	Licensed physician (MD or DO)
5. DIALYSIS – Individual who must use a kidney dialysis machine in order to live	Licensed physician (MD or DO)
6. AMPUTATION/DEFORMITY – Anatomical deformity or amputation of hand(s) &/or feet or loss of major function	Licensed physician (MD or DO) or podiatrist
7. MOBILITY-AIDED – Disabilities requiring the permanent use of an AFO or larger leg brace, walker, or crutches to achieve mobility	Licensed physician (MD or DO) or podiatrist
8. SIGHT DISABILITY – Result in the better eye, after best correction, which is 20/200 or less; or individuals whose visual field is contracted to: a) 10 degrees or less from a point of fixation; or b) the widest diameter subtends an angle no greater than 20 degrees; and c) are unable to read information, signs, or symbols for other-than-language reasons	Licensed physician (MD or DO)
9. HEARING DISABILITY – Impairment due to deafness or hearing incapacity that makes it impossible to communicate or hear warning signals where the hearing loss is 70 dB(A) or greater in the 500, 1000, and 2000 Hz ranges	Licensed physician (MD or DO) or audiologist
10. INTELLECTUAL/DEVELOPMENTAL DISABILITY – Subaverage general intellectual functioning originating during the developmental period or from illness later in life associated with impaired adaptive behavior, which results in a reduced capacity to perform actions necessary for use of MTS's regular fixed route services without special training	Licensed physician (MD or DO), psychologist, or psychiatrist
11. AUTISM – Monotonously repetitive motor behavior, severe withdrawal, inappropriate response to condition stimuli, and very inadequate social relationships	Licensed physician (MD or DO), psychologist, or psychiatrist
12. NEUROLOGICAL DISABILITY - (1) Substantial functional motor deficits in any of two extremities, loss of balance and/or cognitive impairments three months post stroke; or (2) Difficulty with coordination, communication, social interaction, and/or perception, functional motor deficits, or significantly reduced mobility that results from a brain, spinal, or peripheral nerve injury or illness.	Licensed physician (MD or DO), psychologist, or psychiatrist
13. EPILEPSY – Grand mal or psychomotor; Persons seizure-free for a period of six months are disqualified	Licensed physician (MD or DO), psychologist, or psychiatrist
14. MENTAL HEALTH CONDITION – Individuals whose mental impairment substantially limits one or more of their major life activities AND are unable to use mass transit without special planning, facilities, or design. The severity must meet or exceed standards outlined in the "Disability Evaluation Under Social Security Publication." It must have been present for at least three months and be expected to continue for at least three months past the application date.	Licensed physician (MD or DO), psychologist, or psychiatrist
15. LEARNING DISABILITY – An individual has a significant learning, perception, and/or cognitive disability which results in a reduced capacity to perform actions necessary for use of MTS's regular fixed route serves without receiving special training. Some conditions are excluded from eligibility, such as attention deficit disorder (ADD or ADHD) and dyslexia. Specific diagnosis required.	Licensed physician (MD or DO), psychologist, psychiatrist, or certified school psychologist



Application for Reduced Fare (Long Form) Att. C, AI 47, 10/15/2020 Persons with Medical Disabilities

SECTION 4: Explanation of Reduced Fare

As a recipient of federal funding, San Diego Metropolitan Transit System (MTS) is required, during nonpeak hours, to provide a discount fare to elderly and “handicapped persons” at a rate of not more than 50% of the regular, peak fare. Under this discount fare program, a “handicapped person” is defined as:

“...those individuals who, by reason of illness, injury, age, congenital malfunction, or other permanent or temporary incapacity or disability, including those who are nonambulatory wheelchair-bound and those with semi-ambulatory capabilities, are unable without special facilities or special planning or special design to utilize mass transportation facilities and services as effectively as persons who are not affected.”

(See 49 U.S.C. § 5307(d) (reduced-fare requirement); 49 C.F.R. § 609.23 (reduced-fare requirement); 49 C.F.R. § 609.3 (definition of “elderly and handicapped persons”). **Reduced fares are only provided to individuals with a qualifying medical disability. Reduced fares are not provided for socioeconomic purposes.**

Please not that pregnancy, obesity, drug or alcohol addition, and certain other conditions, taken alone, do not qualify as disabilities eligible for MTS’s reduced-fare program. (See 49 C.F.R. § 609.23, Appendix A). Federal transit laws provide a reduced fare only to individuals with a disability that both meets the definition of a disability under the Americans with Disabilities Act (see 49 C.F.R. § 37.3 definition of “Disability”) and meets the requirement that because of the disability, the individual is unable, without special facilities, planning, or design, to utilize MTS’s transit facilities or services as effectively as individuals without a disability. This means that an individual with a recognized disability may fall under the civil rights protections for access to transportation services but will not qualify for a reduced fare. (Compare 49 C.F.R. § 609.3 with 49 C.F.R. § 37.3.)

Therefore, to qualify for a reduced fare, the qualifying disability must result in a reduced capacity to perform actions necessary for the use of MTS regular fixed route services without receiving special training or assistance. If the diagnosis listed on the application does not clearly meet this standard, the certifying health care professional will be asked to provide a narrative description identifying the specific features of MTS fixed route services that the applicant cannot use without special training or assistance. The “special training or assistance” must be different than the orientation required for all first-time users (disabled or nondisabled) of public transit. State law further extends the benefits of the federal reduced fare program to the following individuals:

1. Any individual who by reason of illness, injury, age, congenital malfunction, or other permanent or temporary incapacity or disability, including, but not limited to, any individual confined to a wheelchair, is unable, without special facilities or special planning or design, to utilize public transportation facilities and services as effectively as a person who is not so affected (see Cal. Pub. Util. Code § 99206.5);
2. An individual who has lost, or has lost the use of, one or more lower extremities or both hands, or who has significant limitation in the use of lower extremities, or who has a diagnosed disease or disorder which substantially impairs or interferes with mobility, or who is so severely disabled as to be unable to move without the aid of an assistant device (see Cal. Veh. Code § 295.5(a));
3. An individual who is blind to the extent that the person’s central visual acuity does not exceed 20/200 in the better eye, with corrective lenses, as measured by the Snellen test, or visual acuity that is greater than 20/200 but with a limitation in the field of vision such that the widest diameter of the visual field subtends an angle not greater than 20 degrees (see Cal. Veh. Code § 295.5(b));
4. An individual who suffers from lung disease to the extent of any of the following:
 - a. The individual’s forced (respiratory) expiratory volume for one second when measure by spirometry is less than one liter.
 - b. The individual’s arterial oxygen tension (pO₂) is less than 60 mm/Hg on room air while the person is at rest (see Cal. Veh. Code § 295.5(c));



Application for Reduced Fare (Long Form) Att. C, AI 47, 10/15/2020 Persons with Medical Disabilities

5. An individual who is impaired by cardiovascular disease to the extent that the person's functional limitations are classified in severity as class III or class IV based upon standards accepted by the American Heart Association (see Cal. Veh. Code § 295.5(d));
6. A "disabled veteran," which means any individual who, as a result of injury or disease suffered while on active service with the armed forces of the United States, suffers any of the following:¹
 - a. Has a disability which has been rated 100 percent by the Department of Veterans Affairs or the military service which the veteran was discharged, due to a diagnosed disease or disorder which substantially impairs or interferes with mobility.
 - b. Is so severely disabled as to be unable to move without the aid of an assistant device.
 - c. Has lost, or has lost the use of, one or more limbs.
 - d. Has suffered permanent blindness, as defined in Section 19153 of the Welfare and Institutions Code. (see Cal. Veh. Code § 295.7.)

(See Cal. Pub. Util. Code § 99155(b) extending reduced fare transit benefits to the above-listed individuals.)

A temporary disability is defined as a qualifying disability (meeting the standards set forth above), which lasts more than 90 days. (See 49 C.F.R. § 609, Appendix A, Question 2 and Cal. Pub. Util. Code § 99206.5)

An individual can prove eligibility for a reduced fare under this program by any one of the following:

- (A) Proof of federal Medicare identification card.
- (B) Proof of a disabled placard or identification card issued by the California Department of Motor Vehicles.
- (C) Current Social Security Insurance award letter.
- (D) Proof of a North County Transit District disabled identification card.
- (E) A certification on an MTS application form by a qualified health care professional that the individual meets the requirements listed above. (Submit with application to obtain an MTS disabled identification card).

The information below can be submitted in support of proof of eligibility for a reduced fare under this program:

- (F) Current, signed letter from the Epilepsy Foundation.²
- (G) Current, signed letter from the San Diego Center for the Blind.²
- (H) Current, signed letter from the San Diego Regional Center for the Developmentally Disabled.²
- (I) Current Individualized Education Program (IEP) from school for disabled students.³

(See SANDAG Comprehensive Fare Ordinance § 10.3; MTS Ordinance No. 4 § 4.2(B); Cal. Pub. Util. Code § 99155.)

The List of Qualifying Disabilities included on MTS's Application for Reduced Fare is intended to identify disabilities that qualify for a reduced fare. This list is not intended to expand the list of individuals eligible for a reduced fare under state and federal law. MTS reserves the right to revise the List of Qualifying Disabilities at any time in order to conform its Reduced Fare Program to the requirements of state or federal law.

¹ MTS goes beyond this requirement and accepts veterans' disability ratings of 50 percent or greater. Qualifying disabilities, diseases, and conditions for veterans are encompassed under List of Qualifying Disabilities on page 6 of 8.

² If submitting a letter pursuant to options (F), (G) or (H) above, the letter must contain a certification equivalent to the one contained in the Physician's Statement of Medical Disability Eligibility (see page 4 of the MTS Reduced Fare Application).

³ An IEP can only be submitted to support a disability qualifying under Category 15 LEARNING DISABILITIES on the List of Qualifying Disabilities. The MTS Application for a Reduced Fare must be signed by a licensed medical doctor, licensed psychologist, or licensed school psychologist. Please refer to the description of a qualifying learning disability. Not all students on an IEP will qualify for an MTS reduced fare. The learning disability must result in a reduced capacity to perform actions necessary for the use of MTS regular fixed route services without receiving special training or assistance. If the IEP does not clearly support this finding, the school psychologist will be asked to provide a narrative description identifying the specific features of MTS fixed route services that the student cannot use without special training or assistance. The "special training or assistance" must be different than the orientation required for all (disabled and non-disabled) first-time users of public transit.

SENIOR/DISABLED/MEDICARE REDUCED FARE ID CARD APPLICATION

NCTD offers a Reduced Fare for Seniors and Persons with Qualifying Disabilities/Medicare Card in compliance with Title 49, Part 37, Subpart A – Section 37.3 and Title 49 – CFR Part 609.

The Reduced Fare ID Card Application Form is used by NCTD to determine if the applicant meets the requirements (listed below) to receive a reduced fare identification card. The Identification card allows applicant to receive a discounted rate on all San Diego County public transit services. For fare and other information, please visit our website at www.gonctd.com or contact NCTD Customer Service: (760) 966-6500.

REQUIREMENTS FOR REDUCED FARE IDENTIFICATION CARD

Seniors

Passengers age 65+ or born on/before September 1, 1959, qualify for a Senior/Disabled/Medicare Reduced Fare ID Card when they show a valid proof of eligibility, such as any one of the following:

- Valid Driver's License
- Medicare Card (NOT a Medi-Cal Card)
- California Identification Card



If you are a Senior and have one of the valid proofs of eligibility listed above then you need to complete Section One (1) of the attached application. If you are applying as a Person with a Disability or Medicare Card then please see box below.

Persons with Disabilities/Medicare Card

Passengers with disabilities qualify for a Senior/Disabled/Medicare Reduced Fare ID Card when they show a valid proof of eligibility, such as any one of the following:

- Medicare Card (NOT a Medi-Cal Card)
- Department of Motor Vehicles disability placard receipt
- Social Security Insurance award letter (dated within six months of application submission)
- Veterans Administration letter confirming a disability of 50% or greater



If you are a Person with a Disability or Medicare Card and have at least one of the valid proofs of eligibility listed above then you only must complete Section One (1) of the attached application.

If you DO NOT have at least one of the proofs of eligibility listed above then you must have your doctor or a qualifying health care professional complete Section Two (2) of the application (attached).

Please bring the completed form(s), proof of eligibility and current photo ID to one of the two locations listed below:

- Oceanside Transit Store at the Oceanside Transit Center Customer Service (weekdays, 8am-5pm)
205 South Tremont Street, Oceanside CA 92054 Ph: (760) 966-6500
- Escondido Transit Center (weekdays, 8am-5pm)
700 W. Valley Parkway, Escondido, CA 92025 Ph. (760) 966-6500

If mailing the form, please mail to: NCTD Customer Service, 810 Mission Ave, Oceanside, CA 92054

Please allow 10 business days for processing of your application. When eligibility has been established, we will then contact you to come to one of the locations listed above so we may take your photo and issue a NCTD Reduced Fare I.D. Card. These cards are initially free, but there is a \$7.00 fee for replacements. You then must show your NCTD Reduced Fare I.D. Card to the driver as you board the bus, or have the card in your possession when you ride the SPRINTER or COASTER, and you will be entitled to ride using the reduced cash fares or monthly passes.

Rev 09/19

SENIOR/DISABLED/MEDICARE REDUCED FARE ID CARD APPLICATION

THIS FORM MUST BE COMPLETED BY ALL APPLICANTS

SECTION 1

NAME: _____

(First, Middle, Last)

ADDRESS: _____

(Number, Street, Apartment or Space Number)

CITY: _____ STATE: _____ ZIP: _____

PHONE : (____) _____ E-MAIL: _____

DATE OF BIRTH: _____ MALE _____ FEMALE _____

Please check the box specifying the criteria for which you are applying for a Reduced Fare Identification Card:

NOTE: If you check boxes 1, 2, or 3 you must submit a copy of your proof of eligibility with this application. If you check box 4, you must submit a completed Section 2 form (attached) with this application.

1. ☐ Applying as a Senior and have valid proof of eligibility as listed under the Senior Requirements.
2. ☐ Applying as a Person with a Disability and valid proof of eligibility as listed under the Persons with Disability Requirements.
3. ☐ Applying as a Person with a Medicare Card.
4. ☐ None of the above. Please complete Section 2 form (attached) medical release and give this application packet to your health care professional to complete based on eligibility criteria.

I declare, under penalty of perjury under the laws of the State of California, that the responses I have given are true and accurate.

Signature of Applicant: _____
(Or guardian if applicant is under 18 years of age)

Date: _____

NOTE: NCTD reserves the right to make final determination of eligibility for reduced fare identification cards. It is understood that the issuance of the reduced fare identification card is for the purpose of identification on transit services; it is not transferable. Should an application for the reduced fare identification card be denied, an appeal of that denial may be arranged by contacting NCTD.

NCTD USE ONLY

RECEIVED BY: _____ PROOF OF ELIGIBILITY: _____
NAME/LOCATION DATE MEDICARE, SSI, ETC.

VERIFIED BY: _____ NOTIFIED BY: _____
NAME/LOCATION DATE NAME/LOCATION DATE

EXPIRATION DATE: _____ ISSUED BY: _____
NAME/LOCATION D-2 DATE



SENIOR/DISABLED/MEDICARE REDUCED FARE ID CARD APPLICATION SECTION 2

Medical Release and Certification

Medical Information Release: To Be Completed By Applicant

In connection with my application for the NCTD Reduced Fare Identification Card Program, I hereby authorize _____ to release to NCTD medical or other personal information regarding my disability. The information released will be confined to verification of my status as a patient and the designation of my disability category. The information released will be used solely to determine my eligibility for the Reduced Fare Identification Card.

I realize that I have a right to receive a copy of this authorization, and that I may revoke the authorization at any time. Unless earlier revoked, this form will permit the certifying health care professional to release the above information to NCTD up to 60 days from the date of my signature.

Name of Applicant (please print): (Or guardian of applicant if under 18 years of age)	Signature of Applicant:	Date
--	-------------------------	------

Medical Certification: To Be Completed By Health Care Professional ONLY

Note: Pregnancy, obesity, and drug or alcohol addiction are specifically excluded as a sole determining factor for eligibility.

***Eligibility Category Number:** _____

*See descriptions on page labeled "MEDICAL INSTRUCTIONS FOR HEALTHCARE PROFESSIONALS"

If Category 17 please provide a DSM code (required): _____

Is this disability PERMANENT for at least a minimum term of 3 years? ☐ Yes ☐ No
 If No, length of disability (if term is less than 3 years) months or years

Name of Certifier: _____ Field of Practice: _____

Address: _____ State License Number: _____

City: _____ State: _____ Zip: _____ Phone: () _____ Fax: () _____

I hereby certify that I have read the requirements of eligibility for the NCTD Reduced Fare Identification Card Program and, in my professional judgment, the above-named applicant is eligible to receive discounted transit fares because of a disability (as noted above) that limits his/her ability to use fixed-route transit. I am aware that any falsification of a condition or any part of a condition will be reported to the Federal Transit Administration for prosecution to the full extent of the law.

Signature of Medical Certifier: _____ Date: _____

NOTE: NCTD reserves the right to make final determination of eligibility for reduced fare identification cards. It is understood that the issuance of the reduced fare identification card is for the purpose of identification on transit services; it is not transferable. Should an application for the reduced fare identification card be denied, an appeal of that denial may be arranged by contacting NCTD.

SENIOR/DISABLED/MEDICARE REDUCED FARE ID CARD APPLICATION**SECTION 2****MEDICAL CERTIFICATION INSTRUCTIONS FOR HEALTHCARE PROFESSIONALS**

The NCTD Reduced Fare Identification Card Program allows individuals to receive fare discounts, required by state and federal law. The patient who has asked you to complete the attached form is requesting such a discount. Please help us make sure that only qualified individuals become certified. Please review the eligibility requirements listed within Section 2 on the reverse side of this form and below prior to completing the certification. Should you have any questions, please contact NCTD Customer Service at (760) 966-6500 between the hours of 8-5pm, Monday – Friday.

NOTE: In order to certify a disabled or handicapped person for a NCTD Reduced Fare Identification Card, you must agree to:

1. Certify as eligible **ONLY** those individuals who meet the criteria included in Section 2 of this application;
2. Provide verification of the information contained in this application upon request;
3. Possess the proper professional degree and be licensed in the State of California, as follows:
 - Licensed physicians with an M.D. or D.O. degree, licensed physicians assistants and nurse practitioners may certify in all categories in which they are licensed to diagnose.
 - Licensed chiropractors may certify in Categories 1 - 4 (please see reverse side).
 - Licensed podiatrists may certify disabilities involving the feet in Categories 1 – 4 (please see reverse side).
 - Licensed optometrists may certify in Category 9 (please see reverse side).
 - Licensed audiologists may certify in Category 10 (please see reverse side).
 - Licensed clinical psychologists, licensed clinical social workers, and licensed educational psychologists may certify in Categories 12, 15, 16, and 17 (please see reverse side).

Your address and medical license information (required on each application form) will be verified with the state Medical License Board, and the State of California Department of Consumer Affairs.

Thank you for your efforts to help NCTD provide quality service to all of its customers, and for helping to maintain integrity of the NCTD Reduced Fare Identification Card Program.

Note: The disability must be identified in Title 49 Section 37.3 of the Code of Federal Regulations.)To view these regulations labeled “Transportation Services for Individuals with Disabilities” please go to www.fta.dot.gov/civilrights/ada/civil_rights_3906.html to determine the disabilities that are accepted.

SENIOR/DISABLED/MEDICARE REDUCED FARE ID CARD APPLICATION SECTION 2

REDUCED FARE ID CARD PROGRAM ELIGIBILITY CRITERIA



Applicants are eligible for the program under the following categories by having a physical or mental impairment AND IF their condition substantially limits one or more of the major life activities of the individual defined as being able to care for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, work.

CATEGORY 1 — *Non-Ambulatory Disabilities*: Make it necessary to use a wheelchair for mobility.

CATEGORY 2 — *Mobility Aids*: Make it so difficult to walk unaided that they must use a mobility aid.

CATEGORY 3 — *Musculo-Skeletal Impairment (inc. Arthritis)*: Result in a musculo-skeletal impairment, e.g. muscular dystrophy, osteogenesis imperfecta or any type of arthritis (functional Class III or anatomical Stage III).

CATEGORY 4 — *Amputation*: Result in either amputation or major deformity/functional loss of: a) both hands; or b) one hand and one foot; or c) one or both legs above the tarsal region.

CATEGORY 5 — *Cerebrovascular Accident (Stroke)*: Are caused by or result in: a) pseudobulbar palsy; or b) functional motor deficit in any of two extremities; or c) ataxia affecting two extremities substantiated by appropriate cerebellar signs or proprioceptive loss longer than 4 months.

CATEGORY 6 — *Pulmonary Ills*: Are described as respiratory impairments of Class III and IV. (Class III - FVC between 51 percent and 59 percent of predicted; or FEV between 41 and 59 percent of predicted. Class IV - FVC less than or equal to 50 percent of predicted; or FEV less than or equal to 40 percent of predicted.)

CATEGORY 7 — *Cardiac Ills*: A result of cardiovascular disease and cause persons to exhibit marked limitation of physical activity at functional Class III or IV.

CATEGORY 8 — *Dialysis*: Require the use of a kidney dialysis machine.

CATEGORY 9 — *Sight Disabilities*: Result in vision in the better eye, after best correction, which is 20/200 or less; or those individuals whose visual field is contracted (commonly known as tunnel vision): a) to 10 degrees or less from a point of fixation; or b) so the widest diameter subtends an angle no greater than 20 degrees; and c) who are unable to read information signs or symbols for other than language reasons.

CATEGORY 10 — *Hearing Disabilities*: Are due to deafness or hearing incapacity that makes it impossible to communicate or hear warning signals where the hearing loss is 70 dba or greater in the 500, 1000, 2000 Hz. ranges.

CATEGORY 11 — *Disabilities of Incoordination*: Causes faulty coordination or palsy from brain, spinal or peripheral nerve injury, including functional nerve injury and/or functional motor deficit in any two limbs or which significantly reduce mobility, coordination or perceptiveness not accounted for in previous categories.

CATEGORY 12 — *Mental Retardation*: Result in subaverage general intellectual functioning originating during the developmental period or from illness or accident later in life, associated with impaired adaptive behavior.

CATEGORY 13 — *Cerebral Palsy*: Date from birth or early infancy or result from later illness or accident and are non-progressive. They display marked regression or aberrations of motor functions (paralysis, weakness, in coordination) and/or organic brain damage such as sensory disorders, seizures, mental retardation, learning difficulty and behavioral disorders.

CATEGORY 14 — *Epilepsy (Convulsive Disorder)*: A clinical disorder involving impairment of consciousness, characterized by seizures. Persons who are seizure-free for a continuous period of six months are disqualified.

CATEGORY 15 — *Infantile Autism*: When present in a child, consists of withdrawal, very inadequate social relationships, language disturbance and monotonously repetitive motor behavior. Impaired general intellectual functioning, severe withdrawal and inappropriate response to external stimuli also may be present.

CATEGORY 16 — *Neurological Impairment*: Are characterized by learning, perception and/or behavioral disorders in an individual whose IQ is not less than two standard deviations below the norm, and result from brain dysfunctions (any disorder in learning using the senses), neurologic disorder or any damage to the central nervous system, regardless of cause. This category includes applicants with severe gait problems who are restricted in mobility.

CATEGORY 17 — *Mental Disorders*: **Individuals whose mental impairment substantially limits one or more of their major life activities.** This includes inability to learn, work or care for oneself. A principal diagnosis from the DSM IV classification in one of the following areas is required for eligibility: Organic Mental Disorders, Schizophrenic Disorders, Paranoid Disorders, Psychotic Disorders not elsewhere classified, Affective Disorders, Somata Form Disorder, Dissociative Disorders, Adjustment Disorders, Psychological Factors affecting physical condition, and Post-Traumatic Stress Syndrome. These diagnoses must be at Class III to V levels, as follows:

- Class 3 - Moderate Impairment. Levels compatible with some, but not all, useful functions.
- Class 4 - Marked Impairment. Levels significantly impede useful functioning.
- Class 5 - Extreme Impairment. Levels preclude useful functioning.

CATEGORY 18 — *Chronic Progressive Debilitating Disorders*: Result from chronic and progressive debilitating diseases that are characterized by constitutional symptoms such as fatigue, weakness, weight loss, pain and changes in mental status that, taken together, interfere in the activities of daily living and significantly impair mobility.

CATEGORY 19 — *Multiple Impairments*: This category may include, but not be limited to, persons disabled by the combined effects of more than one impairment, including those related to age. The individual impairments themselves may not be severe enough to qualify the applicant for a reduced transit fare; however, the combined effects of the disabilities may qualify the individual for the program.

Persons with Disabilities TAP card Application

Att D, AI 47, 10/15/2020



Complete to qualify for reduced fares on TAP-participating transit agencies

The Persons with Disabilities TAP Card Program makes it easy for passengers with disabilities to qualify for reduced fares at TAP-participating agencies. Call 866.TAPTOGO for eligibility requirements or additional information.

Application instructions

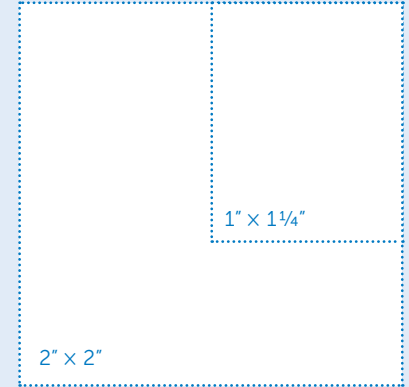
- All applicants are required to complete **SECTIONS 1, 2, and 3**.
- If an applicant has a qualifying medical disability (see **SECTION 4**), then he or she is also required to complete **SECTION 6** and must request a doctor or other certifying professional to complete and sign the required fields in **SECTION 6**.
- Include a copy of official photo ID.
- Include documents proving eligibility from **SECTION 4**.
- Include the completed medical certification in **SECTION 7**.
- Submit completed application in person or by mail.
(See last page.)

SECTION 1 – PHOTO SPECIFICATIONS

- All applications with photos that do not adhere to the guidelines listed below will not be processed.

Tape photo inside box

- Current, full-face photo only
- No hats or sunglasses
- Photo size 2" x 2" or 1" x 1¼"
- Photo must be cut to size and fit in space provided, at right
- Photo must be in focus and in color



SECTION 2 – Applicant information

_____ Last Name	_____ First Name	_____ Middle Name or Initial
_____ Street Address	_____ Apt # (if applicable)	_____ City, State, Zip
_____ E-mail (if applicable)	_____ Birth Date	_____ Telephone Number

I declare under penalty of perjury under the State of California that the information I have given is true and correct. I understand that I may lose the use of my Reduced Fare TAP card if I misuse the card, or if I mark, tag or damage transit agency property. I understand that my TAP card is non-transferable.

Applicant Signature

Date

SECTION 3 – Eligibility criteria and medical release

Applicants are eligible for the Persons with Disabilities TAP card if one of the following criteria listed below applies to the applicant. *Note: Applicants who qualify in one of the first five categories must supply photocopies of the document proving eligibility and an official photo ID.*

- | | |
|---|---|
| _____ I have a Medicare Identification Card. (Medi-Cal Card not acceptable.) | _____ I receive Supplemental Security Income [SSI] or Social Security Disability Insurance [SSDI] benefits. (Copy of current benefit verification letter or award letter or benefit check.) |
| _____ I have a valid California DMV Placard receipt. (Must have current "valid through" date to be accepted.) | _____ I am a Special Education Student in an LA County program. (Certification must be current, on school letterhead, signed by the Special Education teacher.) |
| _____ I have a Disabled Veterans ID. (Service-connected) | |

----- **IF YOU MEET THE ABOVE REQUIREMENTS, YOU CAN STOP HERE** -----

_____ I have a qualifying medical disability according to *Social Security Disability*. (Requires completion of **SECTION 5** and **6**)

----- **CONTINUE TO SECTIONS 5 AND 6.** -----

Persons with Disabilities TAP card Application

Att D, AI 47, 10/15/2020

Complete to qualify for reduced fares on TAP-participating transit agencies

Qualified healthcare professionals who may certify disabilities listed in **SECTION 4**:

M.D. & D.O. – ALL IMPAIRMENTS, ALL CATEGORIES

CHIROPRACTORS – MOBILITY IMPAIRMENTS **A, **B**, **D** ONLY**

OPTOMETRIST – VISUAL IMPAIRMENTS **K, **L** ONLY**

AUDIOLOGIST – HEARING IMPAIRMENTS **O, **P** ONLY**

PODIATRIST – MOBILITY IMPAIRMENTS **A, **B**, **C**, **D** ONLY**

CLINICAL PSYCHOLOGISTS – MENTAL IMPAIRMENTS **M, **N** ONLY**

In order to certify an individual for the Persons with Disabilities TAP card you must:

- Agree to only certify, as eligible, those individuals who meet the criteria in **SECTION 4**.
- Upon request, provide verification of the information contained on this application to qualifying agency.
- Possess the proper professional degree and be licensed in California.

SECTION 4 – Medical disability criteria

MOBILITY IMPAIRMENTS

- A** Non-ambulatory: Requires use of a wheelchair.
- B** Mobility-aided: Requires use of an AFO or larger leg brace, walker, or crutches to achieve mobility.
- C** Arthritis: Therapeutic Grade III or worse, Functional Class III or worse, or Anatomical Grade III or worse.
- D** Amputation/Deformity: Traumatic loss of muscle mass or tendons; x-ray evidence of bony or fibrous ankylosis; joint subluxation or instability of both hands or one hand and one foot or amputation at or above tarsal region.
- E** Stroke: Causing pseudobulbar palsy, sustained functional motor deficit of gross/dexterous movement or gait, or ataxia affecting two or more extremities.

PHYSICAL IMPAIRMENTS

- F** Respiratory: Class III or greater.
- G** Cardiac: Vascular impairments of Functional Class III or IV and Therapeutic Class C, D or E.
- H** Dialysis: Individuals who require kidney dialysis to live.
- I** Neurological impairments: As contained in *Disability Evaluation Under Social Security Publication*.
- J** Chronic progressive debilitating disorders: Diseases that are characterized by chronic symptoms such as fatigue, weakness, weight loss, pain and changes in mental status which interfere in daily living activities and significantly impair mobility.
 - Progressive and uncontrollable malignancies
 - Advanced connective tissue disease such as Lupus erythematosus, scleroderma or polyarteritis nodosa
 - Symptomatic HIV: (AIDS or ARC) in CDC defined clinical group IV, Subgroups A

VISUAL IMPAIRMENTS

- K** Legally blind.
- L** Visual acuity: No better than 20/200 after correction in best eye, or visual field is contracted to 10 degrees or less from point of fixation or subtends to angle no greater than 20 degrees.

MENTAL IMPAIRMENTS

- M** Mental/Emotional: Individual with a mental or emotional impairment listed in *Diagnostic and Statistical Manual V* of the American Psychiatric Association, the severity of which meets or exceeds standards outlined in the *Disability Evaluation Under Social Security Publication*. Disability must have been present for at least three months and be expected to continue for at least three months past the application date.
- N** Autism: Syndrome consisting of withdrawal, inadequate social relationships, language disturbance and monotonously repetitive motor behavior.

HEARING IMPAIRMENTS

- O** Total deafness.
- P** Persons whose hearing loss is 70 dba or greater in the 1000 and 2000 Hz ranges.

Persons with Disabilities TAP card Application

Att. D, AI 47, 10/15/2020

Complete to qualify for reduced fares on TAP-participating transit agencies

SECTION 5 – Medical release consent (REQUIRED for medical disability criteria only)

In connection with my application for a persons with disabilities TAP card, I hereby authorize Dr. _____ to release to the appropriate agency, medical or other pertinent information regarding my disability. The information released will only be used to verify my patient status and the designation of my disability category.

I realize that I have a right to receive a copy of this authorization. I understand that I may revoke this authorization at any time. Unless revoked, this form will permit the health care professional certifying my disability to release pertinent information for up to 60 days after the date appearing below.

Applicant Name (Print)

Applicant Signature

Date

SECTION 6 – Medical professional certification (REQUIRED for doctor's use only)

Doctor's Full Name

License No.

Address

Suite

City, State, Zip

Telephone Number

Fax Number

Signature

Date of Examination (within the last year)

I hereby certify that the applicant's Medical Disability Criteria defined in **SECTION 4** is/are (Circle all letters that apply.)

A B C D E F G H I J K L M N O P

In the space provided below, doctor must indicate in detail applicant's disability. (Required.)

In my professional judgment the applicant's disability is expected to continue for: (Check one only)

☐ 3 mo. ☐ 6 mo. ☐ 9 mo.

☐ 1 year ☐ 2 years ☐ 3 years ☐ 4 years ☐ Permanently disabled

(Note: TAP cards will not be issued for less than three months or more than 10 years.)

I understand that failure to certify applicant disabilities in accordance with the above guidelines will result in cancellation of my certification privileges. I am legally licensed as a _____ in the State of California and under the penalty of perjury, I hereby declare that the information provided is true and correct.
enter title of qualified profession

Persons with Disabilities TAP card Application

Att. D, AI 47, 10/15/2020

Complete to qualify for reduced fares on TAP-participating transit agencies

Submitting your application

A completed application ready for submission contains the following:

- A current 2" x 2" or 1" x 1¼" full-face photo (no hats or sunglasses) on photo paper attached to box in **SECTION 1**.
- A completed application form: **SECTIONS 1, 2, 3** for all applicants and **SECTION 5** and **6** for qualifying medical disability applicants.
- Copy of official photo ID and documents proving eligibility in **SECTION 3**.

You may submit your completed application packet in one of two ways.

- In person at any of the Metro Customer Centers listed below:

Baldwin Hills/Crenshaw

3650 W Martin Luther King Blvd
Ste 189
Los Angeles, CA
Tuesday-Saturday, 10am-6pm

East Los Angeles

4501 B Whittier Blvd
Los Angeles, CA
Tuesday-Saturday, 10am-6pm

Union Station East

One Gateway Plaza
Los Angeles, CA
Monday-Friday, 6am-6:30pm

Wilshire/Vermont

3183 Wilshire Blvd
Ste 174
Los Angeles, CA
Monday-Friday, 10am-6pm

- Mail to:
TAP Reduced Fare Office
One Gateway Plaza
Mail Stop 99-PL-4
Los Angeles, CA 90012-2952

TAP cards for persons with disabilities will be mailed to eligible applicants within 20 business days after verification has been completed. Please allow additional time for mailed applications. Applications are for internal use only and will not be subject to public review. The Persons with Disabilities TAP card is non-transferable.

Lost, stolen or destroyed TAP cards

- Call TAP Regional Office at 866.TAPTOGO (866.827.8646).
- A non-refundable, \$5 replacement fee applies.

For more TAP information

- Visit taptogo.net, call 866.TAPTOGO or email reducedfare@metro.net.
- Contact your local transit agency for information on its reduced fares program.

For Access Services information

- Visit accessla.org.
- Call 800.827.0829 (800.827.1359, TDD).
- Visit the Social Security Administration site at ssa.gov.

For your local Dial-A-Ride

- Visit dpw.lacounty.gov/pdd/transit/?id=1 and select the Dial-A-Ride Services in your area.

MEDICAL ELIGIBILITY APPLICATION REGIONAL TRANSIT CONNECTION DISCOUNT ID CARD



TO APPLICANTS:

To qualify for Medical Eligibility: Complete Section 1 of the Medical Certification form. You must also sign the application in two places to: 1) authorize your doctor to release information, and 2) indicate your acceptance of RTC Program terms. If your application is not signed in both places, it cannot be processed and will be returned to you.

Bring this form to your “Certifying Professional.” The Certifying Professional must complete the application in blue ink with original signature.

Take this form to your transit agency listed on the last page, where you can submit the form and have your picture taken.

The Medical Verifier will contact your certifier to verify the information provided. If the correct contact information is missing and they are not able to contact the certifier, or the certifier is not responsive, the process will be delayed.

TO MEDICAL CERTIFIERS:

The purpose of the RTC Discount ID Card Program is to ensure that only eligible individuals receive fare discounts as mandated by state and federal law. An individual’s eligibility is based on their inability to use fixed-route transit (i.e., regular accessible buses, light rail, commuter rail or BART) without special facilities, planning or design. [49 US § 1608 (c)(4), Section 99206.5, CA PUC]. We are requesting your help to ensure that recipients meet the eligibility criteria. If you have questions, please contact the Discount ID Card Program Office at 510/208-0200.

You may certify eligibility only in the categories related to the field of practice in which you are licensed in the State of California to diagnose:

- Licensed physicians with an M.D. or D.O. degree, licensed physician’s assistants and nurse practitioners may certify in all categories in which they are licensed to diagnose;
- Licensed chiropractors, categories 1, 2, 3 and 4;
- Licensed podiatrists, disabilities involving the feet under categories 1, 2, 3 and 4;
- Licensed optometrists (OPT), category 9;
- Licensed audiologists (AU), category 10;
- Licensed clinical psychologists (PSY) and licensed educational psychologists (LEP), categories 12, 15, 16 and 17;
- Licensed marriage and family counselors (MFCC), licensed professional clinical counselors (LPCC), and licensed social workers (LCSW), category 17.

Your address and medical license information (required on each application form) will be verified with the state Medical License Board. Only California licenses are accepted.

Please provide telephone and fax numbers. A processing analyst will contact you to verify the information in order to ensure that your signature is not being falsified.

A description of the eligibility sections can be found on the reverse of this page. For more information, please consult the program brochure.

Thank you for helping maintain the integrity of the RTC Discount ID Card Program.

ELIGIBILITY CRITERIA GENERAL DESCRIPTIONS

Eligibility Sections: Only individuals meeting the definitions below are eligible. When completing the form, please indicate a Section Code corresponding to the descriptions. Please refer to the Program brochure for additional information.

Section 1 – Non-ambulatory Disabilities: Impairments that, regardless of cause, require individuals to use a wheelchair for mobility.

Section 2 – Mobility Aids: Impairments that cause individuals to walk with significant difficulty including requiring use of a leg brace, cane, walker or crutches.

Section 3 – Musculo-Skeletal Impairment (Including Arthritis): Musculo-skeletal impairment such as muscular dystrophy, osteogenesis imperfecta or arthritis of Functional Class III or anatomical Stage III. Individual has significant mobility impairment.

Section 4 – Amputation: Persons who suffer amputation of, or anatomical deformity of (a) Both hands; or (b) one hand and one foot; or (c) amputation of lower extremity at or above the tarsal region (one or both legs).

Section 5 – Cerebrovascular Accident (Stroke): With one of the following: (a) pseudobulbar palsy; or (b) functional motor deficit; or (c) ataxia affecting two extremities substantiated by appropriate cerebellar signs or proprioceptive loss post 4 months

Section 6 – Pulmonary Ills: Respiratory impairments of Class 3 (FVC between 51 and 59% of predicted, or FEV between 41 and 59% of predicted); or Class 4 (FVC less than or equal to 50% of predicted, or FEV less than or equal to 40% of predicted).

Section 7 – Cardiac Ills: Cardiovascular impairments of functional Class III, Cardiovascular impairments of functional Class IV. Please refer to the program brochure for additional details.

Section 8 – Dialysis: Individuals whose disability requires the use of a kidney dialysis machine.

Section 9 – Sight Disabilities: Those individuals whose vision in the better eye (after correction) is 20/200 or less; or those individuals whose visual field is contracted (tunnel vision) to 10° or less from point of fixation or widest diameter subtends an angle no greater than 20° and individuals who are unable to read information signs or symbols for other than language reasons.

Section 10 – Hearing Disabilities: Deafness or hearing incapacity that makes person unable to communicate or hear warning signals including those persons whose hearing loss is 70 dba or greater in the 500, 1000, 2000 Hz ranges.

Section 11 – Disabilities of Incoordination: Individuals suffering faulty coordination or palsy from brain spinal or peripheral nerve injury, functional motor deficit in any two limbs or manifestations which significantly reduce mobility, coordination or perceptiveness

Section 12 – Intellectual Disability: Intellectual Disability is a disorder that features concomitant deficits in intellectual functions and adaptive functioning that adversely impacts one or more aspects of daily living, such as communication, socialization, academic achievement and independent living. Please refer to the program brochure for additional details.

Section 13 – Cerebral Palsy: A neurological condition that appears in infancy or early childhood and permanently affects body movement, muscle coordination, and balance, and which primarily causes physical impairment involving limitation or loss of function and mobility. Please refer to the program brochure for additional details.

Section 14 – Epilepsy (Convulsive Disorder): A clinical disorder involving impairment of consciousness, characterized by seizures (e.g., generalized, complex partial, major motor, grand mal, petit mal or psychomotor), occurring more frequently than once a month in spite of prescribed treatment. Please refer to the program brochure for additional details.

Section 15 – Autism Spectrum Disorder: Deficits in verbal and nonverbal communication abilities and social interaction skills, coupled with the presence of restricted, repetitive patterns of behavior, interest or activities, which significantly impact the quality of social, educational, occupational, and/or adaptive functioning. Please refer to the program brochure for additional details.

Section 16 – Neurological Impairment: Disorders of an individual whose IQ is not less than two standard deviations below the norm. This section includes persons with severe gait problems who are restricted in mobility. Please refer to the program brochure for additional details.

Section 17 – Mental Disorders: A DSM-5 diagnosis in one of the following is required for eligibility: Schizophrenia Spectrum and Other Psychotic Disorders, Bipolar and Related Disorders, Depressive Disorders, Trauma- and Stressor-Related Disorders, Dissociative Disorders, Somatic Symptoms and Related Disorders, and Neurocognitive Disorders. Diagnosis must be at a Class 3 to 5 level and a moderate impairment is the minimum level of severity necessary to qualify. Not all diagnoses within these categories will qualify for eligibility. Ex. Disorders in remission and “Unspecified” diagnoses are specifically excluded from eligibility. Additionally, applicants who have a Substance-Related or Addictive Disorder as a primary disability **will not** qualify for this program.

Section 18 – Chronic Progressive Debilitating Disorders: Individuals who experience chronic and progressive debilitating diseases that are characterized by constitutional symptoms such as fatigue, weakness, weight loss, pain and changes in mental status that, taken together, interfere in the activities of daily living and significantly impair mobility. Please refer to the program brochure for additional details.

Section 19 – Multiple Impairments: This category may include, but not be limited to, persons disabled by the combined effects of more than one impairment. The individual impairments themselves may not be severe enough to qualify as a Transit Dysfunction; however, the combined effects of the disabilities may qualify the individual for the program.

MEDICAL CERTIFICATION FORM

Att. D, AI 47, 10/15/2020

ver. 1-2020

Section 1. APPLICANT INFORMATION (Please print legibly)

Name _____ Birth Date - -

Mailing Address _____ Apt. _____

City _____ State _____ Zip _____

Daytime Phone # _____

M ☐ F ☐ Non-Binary ☐ Email address _____

Communication preference: Via: US Mail ☐ Email ☐ Braille (via USPS) ☐

Section 2. RELEASE OF INFORMATION

I authorize the medical or other qualifying practitioner certifying this application to release the information requested to RTC personnel for use in determining my eligibility for this program, until 90 days from the date below unless I revoke this permission sooner.

Signature of Applicant **(REQUIRED)** _____ Date _____

Section 3. APPLICATION SIGNATURE (Signature in Section 2 and Section 3 are required)

I attest that the information I have provided on this application is true and correct. I hereby submit this application for an RTC Discount Card and understand that fraud or a misstatement of fact will disqualify me from receiving the benefits of the RTC Discount Card Program. I also agree to provide additional information that may be requested as part of this process.

Signature of Applicant **(REQUIRED)** _____ Date _____

Section 4. FOR MEDICAL PRACTITIONER / CERTIFIER USE ONLY

MEDICAL CERTIFIER: Please complete **original** in **blue ink**.

Eligibility Sect. # _____ **If Section 17 only**, please provide a required DSM code:

Is this disability permanent? ☐ Yes ☐ No, it's _____ months in duration.

Does applicant require an attendant when using public transit? ☐ Yes ☐ No If YES, please also initial here: _____

Name of Practitioner/Certifier _____ Field of Practice _____

Address _____ Calif. State Lic.# _____

City _____ State _____ Zip _____

Phone (_____) _____ Fax (_____) _____

I hereby certify that I have read the requirements of eligibility for the RTC Discount Card Program on the front of this form, and in my professional judgment the above named applicant is eligible to receive discount fares on transit because of a disability that limits her/his ability to use fixed route transit. Note: Any falsification of a condition or any part of a condition may be reported to the Federal Transportation Administration for prosecution to the full extent of the law.

Signature of Certifier _____ Date _____

Office Use Only

Intake Date	RTC ID #	Transit Agency	BART	Other Info:	D-12
-------------	----------	----------------	------	-------------	------



Bring this form in person with a valid photo ID and the application fee to a Bay Area transit agency intake location.

PLEASE CALL YOUR TRANSIT AGENCY FOR THEIR HOURS OF OPERATION AND TO FIND OUT WHAT FORM OF PAYMENT THEY ACCEPT.

If you have questions, please refer to the RTC website at www.transit.511.org/RTC.

AC Transit
1600 Franklin Street, Oakland
(510) 891-4777 TDD 711 (CRS)

BART
Lake Merritt BART Station, Oakland
(510) 464-7136 TDD (510) 839-2218

Golden Gate Transit
850 Tamalpais Avenue, San Rafael
(415) 455-2000 or 511 / 711

Tri-Delta Transit
801 Wilbur Avenue, Antioch
(925) 754-6622 TTY (925) 754-3695

SFMTA (Muni)
27A Van Ness Ave, San Francisco
(415) 252-3291 TDD (415) 701-4730

SamTrans
1250 San Carlos Avenue, San Carlos
(650) 508-6455 TDD (650) 508-6448

Sonoma-Marín Area Rail Transit (SMART)
5401 Old Redwood Hwy., Suite 200,
Petaluma
(707) 285-8182

Santa Rosa City Bus
Transit Mall (B Street and 2nd),
Santa Rosa
(707) 543-3333

County Connection (CCCTA)
2477 Arnold Industrial Way, Concord
(925) 676-1976 ext 2066/2067
TDD (800) 735-2929
VOICE (800) 735-2922

Valley Transportation Authority
55-A West Santa Clara Street,
San Jose -or-
3331 N. 1st Street, Bldg. B, San Jose
(408) 321-2300 TDD (408) 321-2330

Soltrans (Vallejo Transit)
311 Sacramento Street, Vallejo
(707) 648-4666 TDD 707/649-5421

Wheels (LAVTA)
1362 Rutan Ct. #100, Livermore
(925) 455-7555

Solano Mobility Call Center
1 Harbor Center, Suisun City
(800) 535-6883

Petaluma Transit
555 N. McDowell Blvd, Petaluma
(707) 778-4460



APPLICATION FOR DISABLED DISCOUNT PHOTO ID CARD

APPLICATION INSTRUCTIONS:

1. All applicants must complete PARTS I and II
2. Applicants with a qualifying medical disability (see list of qualifying disabilities) must also complete PARTS III AND IV
3. Application may take up to three business days to process

PART I: APPLICANT INFORMATION (PLEASE PRINT LEGIBLY)

Last Name	First Name	Date of Birth
Address		City, State, ZIP Code
Phone Number	Email	

APPLICANT CERTIFICATION

I certify under penalty of perjury under the State of California that the information provided concerning my application is true and correct.

Signature of Applicant	Date
------------------------	------

PART II: ELIGIBILITY CRITERIA

Applicants are eligible for an RT Disabled Discount Photo Identification (ID) Card if one of the following criteria below applies: (**Note:** Applicants must provide the document proving eligibility **AND** government issued photo ID with the application.)

- ☐ A current Medicare card or a Medicare, SSI or SSDI award letter
 - ☐ A current California Dept. of Motor Vehicles (DMV) disabled person or disabled veteran placard ID
 - ☐ A valid Disabled discount ID issued by another transit operator
 - ☐ Proof of current RT ADA paratransit eligibility
-
- ☐ Qualifying medical disability (**must complete PARTS III and IV below**)
Refer to page 3 for information on qualifying disabilities

PART III: AUTHORIZATION TO RELEASE MEDICAL INFORMATION

I hereby authorize the release of the following medical information regarding my disability to the Sacramento Regional Transit District (RT). This information will be used to verify my eligibility for an RT Disabled Discount Photo Identification Card. RT may contact my healthcare professional to confirm any of the information provided herein.

Applicant Name	Applicant Signature	Date
----------------	---------------------	------

PART IV: HEALTHCARE PROFESSIONAL CERTIFICATION

Qualified healthcare professionals who may certify a disability included in the list of qualifying disabilities are (check one):

- ☐ Physician, Physician's Assistant, Nurse Practitioner (all impairments)
- ☐ Optometrist (visual impairment)
- ☐ Audiologist (hearing impairment)
- ☐ Podiatrist (mobility impairment)
- ☐ Clinical/School Psychologist (mental impairment)
- ☐ Psychiatrist (mental impairment)

HEALTHCARE PROFESSIONAL INFORMATION

Full Name

License Number and State

Address

Date Licensed Issued

City, ZIP Code, State

Phone Number

QUALIFYING DISABILITY INFORMATION

In the space below, please provide a **SPECIFIC** description of the nature of the disability and how the impairment(s) inhibits applicant's ability to utilize mass transportation facilities and services without special facilities, planning, or design (Please print LEGIBLY and provide sufficient detail or attach description on official letterhead form).

This disability is (check one): ☐ Permanent ☐ Temporary (lasting not more than 12 months; duration is ___ months).

Does the described disability necessitate that the applicant have an attendant to ride RT?

☐ Yes ☐ No

HEALTHCARE PROFESSIONAL CERTIFICATION

*I **CERTIFY** that I am legally licensed as a _____ in the State of California and the applicant has one or more of the disabilities described in the attached list of qualifying disabilities. I hereby declare under penalty of perjury under the State of California that the information I have provided is true and correct.*

Signature of Healthcare Professional

Date

RT USE ONLY

Issued By: _____ Issued Date: _____ Expiration Date: _____

Healthcare Professional Certification Verified By: _____ Date: _____

DISABLED DISCOUNT FARE QUALIFYING DISABILITIES

Under this program, people with disabilities may travel on RT's buses and light rail trains for half the regular fare at all times.

Who is eligible: For purposes of this program, a disabled person is defined as an individual who: 1) has a physical or mental impairment that substantially limits one or more major life activity and/or by reason of illness, injury, age, congenital malformation, or other permanent or temporary incapacity or disability is unable, without special facilities or special planning or design, to utilize public transportation facilities and services as effectively as a person who is not so affected, and 2) has a current record of such impairment, incapacity or disability.

To be eligible for a Disabled Discount Pass, the applicant must possess one of the following disabilities:

DEVELOPMENTAL OR LEARNING DISABILITIES: An individual has a significant learning, perceptual and or cognitive disability. Some conditions are excluded from eligibility such as attention deficit disorder (ADD) and ADHD. A specific diagnosis is required. This includes autism and cerebral palsy, etc.

HEARING: Persons who have total deafness or are unable to hear with the aid of an assistance device on the level that meets the standards of the American National Standards Institute (ANSI), as determined by an audiometer.

MENTAL ILLNESS: An individual whose mental illness includes a substantial disorder of thought, perception, orientation, or memory that impairs judgement and behavior. A specific diagnosis is required.

PHYSICAL: Persons who have any of the following physical disabilities:

- **Mobility:** Orthopedic impairments, amputations, or functional limitations where there is: 1) loss or significant impairment of one or both upper extremities; or 2) loss of significant impairment of one or both lower extremities; or 3) impairment of the trunk, back or spine that is a medically diagnosed disability which substantially limits one or more major life activities, impairs or interferes with mobility, or requires the aid of an assistance device for mobility.
- **Cardiovascular:** Severe cardiac impairment resulting from one of the three consequences of heart disease: 1) congestive heart disorder; or 2) ischemia with or without necrosis of heart muscle; or 3) conduction disturbances and/or arrhythmias resulting in cardiac syncope; or 4) chronic venous insufficiency, or peripheral arterial disease with intermittent claudication.
- **Respiratory:** Lung disease to such an extent that forced expiration volume at one second, when measured by spirometry, is less than one liter, or arterial oxygen tension (PO₂) is less than 60mm/HG on room air at rest.
- **Neurological:** Multiple sclerosis and other neurological disorders such as epilepsy and parkinsonian syndrome.
- **Chronic Progressive Debilitating Conditions:** An individual who experiences debilitating diseases, autoimmune deficiencies or progressive and uncontrollable malignancies, any of which are characterized by fatigue, weakness, pain and /or changes in mental status that impair mobility. A specific diagnosis is required.
- **Blind or Low Vision:** An individual is legally blind, whose visual acuity in the better eye, with correction is 20/200 or less, or who has tunnel vision to 10 degrees or less from a point of fixation or so the widest diameter subtends an angle no greater than 20 degrees. An individual has low vision, and whose visual acuity is in the range of 20/70 to 20/200 with best correction.

Who is not eligible:

People whose sole incapacity is pregnancy, obesity, acute or chronic alcoholism or drug addiction or have a contagious disease. Financial need is NOT a consideration.

How do I apply:

A completed application must be submitted in person with a valid photo ID (driver license; ID card issued by a state, passport, government or school) at:

RT Customer Service and Sales Center

1225 R Street

(adjacent to the 13th Street light rail station)

Weekdays: 9 a.m. to 5:30 p.m.

Closed weekends and most holidays

If you do not have a current Medicare card or Medicare award letter, current California Department of Motor Vehicles disabled person or disabled veteran placard identification card, valid disabled discount identification card issued by another transit operator or proof of current RT ADA paratransit eligibility, you must complete parts I, II and III, and have a qualified Healthcare Professional complete part IV.

RT Disabled Discount Photo ID Cards used in any unlawful manner will be confiscated.



INSTRUCTIONS ON HOW TO APPLY

For a Reduced Fare Identification Card

To avoid a delay in processing of the identification card, this application must be filled out in its entirety. **PHOTOCOPIED OR FAXED SIGNATURES ARE NOT ACCEPTED.**

Which form to use:

1. Use the Reduced Fare Identification Automatic Approval Eligibility Short Form

If you have been issued one of the following identification cards:

- Medicare Identification Card (white card with red and blue stripes)
- Department of Motor Vehicles (DMV) Disabled Person Placard Identification Card
- Braille Institute Identification Card
- Disabled Veteran Service-Connected Identification Card
- Other Transit Agency Disabled Identification Card (not OCTA)

2. Use the Reduced Fare Identification Long Form if you need a doctors authorization or are in a Special Education Program

Complete ALL SECTIONS on page 1 and SECTION VII on Page 4

- If your eligibility is approved by **Orange County Behavioral Health**. Your application will be submitted to OCTA by Behavioral Health through your Care Coordinator or Case Manager.
- If your **Doctors Authorization** is needed give the application to your health care professional for completion. Any of the professionals listed on the top of Page 5 in Section IX of the application may certify your eligibility, as indicated, for the OCTA Reduced Fare Identification Card. Mail the completed application to OCTA at the address located below.
- If you are a student in an elementary, junior/middle or senior high school and are currently enrolled full-time in a **Special Education Program**, you must have the School Psychologist or Special Education Coordinator of your school complete SECTION VI (Certification of Disability). Mail the completed application to OCTA at the address located below.

After your application is reviewed and all information is verified, and if your application is approved, you will receive an Eligibility Approval Form from OCTA which includes instructions on how to obtain your photograph and identification card. There is no fee the time your photo is taken. The fee for replacement RFID cards is \$4.00.

If your application is denied, you will receive written notification from OCTA that will include a statement as to the reason(s) for the denial. You may appeal OCTA's denial of your eligibility by submitting a written appeal to OCTA within 14 days of the date of the denial notice from OCTA. Your appeal should explain the reason(s) for your request for a review and reconsideration of your eligibility.

If you have any questions regarding this application, please call (714) 560-5596 - Monday through Friday 8:00 a.m. to 2:00 p.m.

Mail to: OCTA RFID / PO Box 14184 / Orange / California 92863-1584

**REDUCED FARE IDENTIFICATION CARD APPLICATION**

Approval Eligibility Long Form with Doctor's Authorization

OCTA USE ONLY

ID No:

Code:

Exp Date:

SECTION I – INSTRUCTIONS FOR APPLICANT

NOTE: This application is ONLY for persons with disabilities that do not qualify under the automatic approval criteria. If you qualify for any of the automatic approval criteria, please fill out the **RFID Automatic Approval Eligibility Short Form**. This is **NOT** an application for **ACCESS Service**. To request an appointment for an in-person evaluation for ACCESS Service, please call (714) 560-5956 ext. 2.

**Please read each section carefully
and follow the instructions based on
the eligibility option that best applies to you.**

SECTION II: CERTIFICATION OF ELIGIBILITY

Please mark your eligibility for an OCTA Reduced Fare ID Card below. Please mark only one option.

☐ **ORANGE COUNTY BEHAVIORAL HEALTH**

Check here if applicant eligibility is approved by Orange County Behavioral Health. Your application will be submitted by Behavioral Health through your Care Coordinator or Case Manager.

☐ **DOCTOR AUTHORIZATION FOR MEDICAL DISABILITY**

This application must be given to a health care professional. Health Care Professional must fill out **Section V** based on Eligibility Criteria listed in **Section IX**.

☐ **FULL TIME SPECIAL EDUCATION PROGRAM**

This application must be given to a Special Education Coordinator or School Psychologist. They must fill out **Section VI** based on Eligibility Criteria listed in **Section IX**.

SECTION III – APPLICANT INFORMATION

Last Name: _____ First Name: _____ MI: _____

Address: _____ Apt. #: _____

City: _____ State: CA Zip Code: _____ - _____

Phone () - _____ Date Of Birth: ____ / ____ / ____

SECTION IV: APPLICANT SIGNATURE

I declare, under penalty of perjury under the laws of the State of California, that the responses I have given are true.

Applicant's Signature_____
Date

**REDUCED FARE IDENTIFICATION CARD APPLICATION**

Approval Eligibility Long Form with Doctor's Authorization

SECTION V: DOCTOR AUTHORIZATION FOR MEDICAL DISABILITY

Applicants must have a medical disability listed under the eligibility criteria. **Reduced Fare ID cards are not issued for socio-economic purposes.**

Doctor's Name: _____ License #: _____

Address: _____ Fl. / Bldg.#: _____

City: _____ State: CA Zip Code: _____

Phone () - _____

NOTE: Physician's Assistants and Nurse Practitioners **are not authorized** to authorize disabilities on this form. Expanded explanation of **Eligibility Criteria** is listed on **Section IX**.

I hereby certify that the applicant's disability or handicap meets the criteria for a **Reduced Fare Identification Card**.

1. **Non-Ambulatory**
(impairments requiring use of a wheelchair)
2. **Mobility Disorders**
3. **Amputation**
4. **Function Motor Deficit**
5. **Musculo-Skeletal**
6. **Convulsion Disorders**
7. **Pulmonary**
8. **Cardiac**
(Functional Class III/IV & Therapeutic Class C/D/E)

9. **Dialysis**
10. **Hearing Disabilities**
11. **Sight Disabilities**
12. **Infantile Autism**
13. **Mental Retardation**
14. **Mental/Emotional Disorders**
15. **Neurological Impairments**
16. **Chronic Progressive Debilitating Disorders**

Please see Section IX for expanded definitions.

REQUIRED FIELD*(Important - For Approval)***Classification Number:**

In my professional judgment this applicant's ID card should be approved for:

☐ 3 Months☐ 2 Years☐ 6 Months☐ 3 Years☐ 1 Year☐ 4 Years

Identification cards may not be issued for a duration less than 3 months or more than 4 years.

I understand that failure to certify disabilities in accordance with the above guidelines will result in cancellation of my certification privileges. I hereby declare under penalty of perjury that the information provided is true and correct.

Doctor's Signature_____
Date

**REDUCED FARE IDENTIFICATION CARD APPLICATION**

Approval Eligibility Long Form with Doctor's Authorization

SECTION VI: CERTIFICATION OF DISABILITY FOR SPECIAL EDUCATION PROGRAM

Student applicants must have a medical disability listed under the eligibility criteria and be enrolled **full-time** in a Special Education program. **Reduced Fare ID cards are not issued for socio-economic purposes.**

School: _____ Grade: _____

Hours per week enrolled in Special Education: _____

School _____

City: _____ State: CA Zip Code: _____ - _____

Phone () _____ - _____

NOTE: School Psychologist or Special Education Coordinator may list All Classifications of the Eligibility Criteria. Expanded explanation of Eligibility Criteria is listed on Section IX.

I hereby certify that the applicant's disability or handicap meets the criteria for a Reduced Fare Identification Card.

1. **Non-Ambulatory** (*impairments requiring use of a wheelchair*)
2. **Mobility Disorders**
3. **Amputation**
4. **Function Motor Deficit**
5. **Musculo-Skeletal**
6. **Convulsion Disorders**
7. **Pulmonary**
8. **Cardiac** (*Functional Class III/IV & Therapeutic Class C/D/E*)

9. **Dialysis**
 10. **Hearing Disabilities**
 11. **Sight Disabilities**
 12. **Infantile Autism**
 13. **Mental Retardation**
 14. **Mental/Emotional Disorders**
 15. **Neurological Impairments**
 16. **Chronic Progressive Debilitating Disorders**
- Please see Section IX for expanded definitions.

REQUIRED FIELD*(Important - For Approval)***Classification Number:**

In my professional judgment this applicant's ID card should be approved for:

- | | |
|-----------------------------------|----------------------------------|
| <input type="checkbox"/> 3 Months | <input type="checkbox"/> 2 Years |
| <input type="checkbox"/> 6 Months | <input type="checkbox"/> 3 Years |
| <input type="checkbox"/> 1 Year | <input type="checkbox"/> 4 Years |

Identification cards may not be issued for a duration less than 3 months or more than 4 years.

I understand that failure to certify disabilities in accordance with the above guidelines will result in cancellation of my certification privileges. I hereby declare under penalty of perjury that the information provided is true and correct.

School Psychologist / Special Education Coordinator Name (please print)_____
School Psychologist / Special Education Coordinator Signature_____
Date



REDUCED FARE IDENTIFICATION CARD APPLICATION

Approval Eligibility Long Form with Doctor's Authorization

SECTION VII: MEDICAL INFORMATION RELEASE

In connection with my application for a **Reduced Fare Identification Card** with the **Orange County Transportation Authority**, I hereby authorize the signing physician listed below to release to the **Orange County Transportation Authority** medical or other pertinent information regarding my disability. The information released will be confined to verification of my status as a patient and the designation of my disability category. The information released will be used solely to determine my eligibility for the **Reduced Fare Identification Card**. I understand I may revoke this authorization at any time. Unless earlier revoked, this form will permit the health care professional who is certifying my disability to release the information described until 60 days after the date appearing below.

Name of Doctor (please print)

Name of Applicant (please print)

Applicant's Signature

Date

SECTION VIII: APPLICATION RETURN INFORMATION

Return application in person:

OCTA Store
600 S. Main Street
Orange, CA 92868

Return application by mail:

OCTA RFID
PO BOX 14184
Orange, CA 92863

Applicants will be issued an approval notice by mail in approximately 10-14 business days upon review of their application. Applications are sent out for processing every Tuesday morning barring holidays. Once an approval notice is received, applicants can come to the **OCTA Store** Monday through Friday between 8:00 a.m. – 5:00 p.m. with a valid ID card to pick up their ID Card. If an application is denied, the applicant will receive a written notification that will include the reason(s) for denial. Applicants may then correct applications or appeal denial of eligibility within 14 days of the date of denial notice.

For questions regarding the RFID Application please call:

(714) 560-5596

Monday - Friday between 8:00 a.m. – 2:00 p.m.

The **Orange County Transportation Authority** reserves the right to make final determination of eligibility for reduced fare identification cards. This application is for internal use only and will not be subject to public view. It is understood that the issuance of reduced fare identification card is for the purpose of identification on transit services; it is not transferrable and ID cards are property of **OCTA**.



REDUCED FARE IDENTIFICATION CARD APPLICATION

Approval Eligibility Long Form with Doctor's Authorization

SECTION IX: EXPANDED ELIGIBILITY CRITERIA

Applicant must meet one of the Eligibility Criteria listed on the following pages. Questions regarding eligibility should be directed to (714) 560-5596.

MD & DO: All Classifications	OPTOMETRIST: Classification 11	PODIATRIST: Classifications 1 - 5	AUDIOLOGIST: Classification 10
CHIROPRACTORS: Classification 1 - 5	Clinical Psychologist: Classification 14	School Psychologist/ Special Education Coordinator: All Classifications	
Qualified Rehabilitation Professional (QRP) All Classifications	PHYSICIAN’S ASSISTANTS AND NURSE PRACTITIONERS MAY NOT AUTHORIZE AN APPLICANT’S DISABILITY. APPLICATION WILL BE DENIED.		

1. NON-AMBULATORY

Impairments that, regardless of cause, make the use of a wheelchair necessary.

2. MOBILITY DISORDERS

Impairments that require individuals to use functional limb orthotics or longer leg brace, a walker or crutches to achieve mobility.

3. AMPUTATION

Individuals with amputation of, anatomical deformity of, traumatic loss of muscle mass or tendons, X-ray evidence of bony or fibrous ankyloses at an unfavorable angle, joint subluxation or instability of:

- Both hands
- One hand and one foot
- Amputation of lower extremity at or above tarsal region

4. FUNCTION MOTOR DEFICIT

Individuals with paralysis, in coordination, or function motor deficit in any two limbs due to brain, spinal or peripheral nerve injury including paraplegia, quadriplegia and hemiplegia.

5. MUSCULO-SKELETAL

Individuals with musculo-skeletal impairments and instability such as muscular dystrophy, multiple sclerosis, osteogenesis imperfecta, or severe arthritis as specified below:

American College of Rheumatology criteria to be used for the determination of arthritic ability. Therapeutic Grade III or worse, Functional Class III or worse and Anatomical Grade III or worse are evidence of arthritic disability.

A diagnosis of Grade III arthritis entails corroborative testing confirming that one or more of the following exists:

- Positive serologic test for rheumatoid arthritis
- Antinuclear antibodies
- Elevated sedimentation rate
- Characteristic histologic changes in biopsy of synovial membrane or subcutaneous nodule.

6. CONVULSION DISORDER

Individuals who have epilepsy, convulsions or seizures involving impairment of consciousness which occurs more frequently than once a month despite prescribed treatment.



REDUCED FARE IDENTIFICATION CARD APPLICATION

Approval Eligibility Long Form with Doctor's Authorization

7. PULMONARY

Individuals with a respiratory impairment Class III or greater, as defined by The Journal of the American Medical Association Guides to the Evaluation of Permanent Impairment, The Respiratory System, 11/22/1976

8. CARDIAC

Individuals with cardiovascular impairments of Functional Class III or IV and therapeutic classification Classes C, D or E as defined by Diseases of the Heart and Blood Vessels – Nomenclature and Criteria for Diagnosis, 6th Edition, Boston, Little, Brown and Company by the New York Heart Association.

9. DIALYSIS

Individuals who must use a kidney dialysis machine to live.

10. HEARING DISABILITIES

Deafness or hearing loss that makes individual unable to hear warning signals. Persons whose hearing loss is 70 dba or greater in the 500, 1000, and 2000 Hz ranges.

11. SIGHT DISABILITIES

Individuals whose visual acuity in the better eye, after best correction, is 20/200 or less; or those individuals whose visual field is contracted to 10 degrees or less from a point of fixation or subtends to an angle no greater than 20 degrees.

12. INFANTILE AUTISM

Individuals with a syndrome described as consisting of withdrawal, inadequate social relationships, language disturbance and monotonously repetitive motor behavior. Many children with autism may also be seriously impaired in general intellectual functioning.

13. MENTAL RETARDATION

Individuals with mental retardation resulting from an impairment in adaptive behavior, with an IQ two standard deviations or more below the norm, or 72.

14. MENTAL/EMOTIONAL DISORDERS

Individuals with a mental or emotional impairment listed in the Diagnostic and Statistical Manual IV of the American Psychiatric Association.

15. NEUROLOGICAL IMPAIRMENTS

Individuals with a neurological disorder due to brain dysfunction or damage to the central nervous system, including cerebral palsy, resulting in aberration of motor functions; or due to brain dysfunction or damage which impairs cognitive functioning.

16. CHRONIC PROGRESSIVE DEBILITATING DISORDERS

Individuals who experience chronic and progressive debilitating diseases that are characterized by constituting symptoms such as fatigue, weakness, weight loss, pain and changes in mental status that, taken together, interfere in the activities of daily living and significantly impair mobility. Following are examples of such disorders:

- a. Progressive and uncontrollable malignancies (*i.e. terminal malignancies being treated with aggressive radiation or chemotherapy*)
- b. Advanced connective tissue disease (*i.e. advanced stages of disseminated lupus erythematosus, scleroderma or polyarteritis nodosa*)
- c. Symptomatic HIV infection (*i.e. AIDS or ARC in CDC-defined Clinical Group IV, Subgroups A-E*)



APPLICATION FOR REDUCED FARE (Long Form)

Persons with Medical Disabilities INSTRUCTION SHEET

Thank you for your interest in San Diego Metropolitan Transit System's (MTS's) Reduced Fare Program. This program provides a reduced MTS fare for eligible customers. This application is **ONLY** for persons with disabilities who do not have Medicare, SSI, or SSD, and are not age 60 and over. If you need to replace a lost or stolen MTS Compass Card picture ID, skip this form and call 511 or visit The Transit Store.

THE APPLICATION PROCESS

1. Complete and sign page 2 of the application; and then
2. Have your physician or licensed health care professional* (see Section 7 for a list of authorized licensed health care professionals) who is treating you for the qualifying disability complete and sign page 3 of this application.

RETURNING THE APPLICATION

Return the completed application (with Physician's Statement of Medical Disability Eligibility)

IN PERSON OR BY MAIL TO:

SDM Eligibility Office

100 16th Street

San Diego, CA 92101

PLEASE DO NOT SEND PAYMENT OR CASH TO THIS ADDRESS

NOTIFICATION OF APPROVAL

MTS will notify you if your application was approved within 15 working days contingent **upon verification by your physician or licensed health care provider**. Once your application is approved and notice is received, you may go to The Transit Store to have your photograph taken and pay for and pick up your ID card.

**UNTIL YOUR APPLICATION IS APPROVED,
YOU MUST PURCHASE A REGULAR FARE (CASH OR PASS)**

MTS reserves the right to make a final determination of eligibility of disabled identification cards. Applications are for internal use only and will not be subject to public review. Should an application be denied, an appeal may be filed with MTS or you may resubmit your application.

BRING THE FOLLOWING WHEN PICKING UP AN APPROVED DISABLED COMPASS CARD FROM THE TRANSIT STORE

1. Your current state or government-issued photo ID that shows your date of birth (state driver's license, state ID card, or passport). Photocopies will not be accepted.
2. Correct processing fee (\$7 for new or renewal cards payable by cash, money order, check, traveler's cheque, commuter check voucher, Visa, or MasterCard only).

Inaccurate or incomplete information on the application, failure to provide required identification, or inability to verify physician/licensed health care provider's certification may result in the inability to issue the MTS Disabled Compass Card within 15 days.



PERSONS WITH MEDICAL DISABILITIES APPLICATION FOR REDUCED FARE

(Long Form)

San Diego Metropolitan Transit System (MTS) will notify you if your application is **approved within 15 working days contingent upon confirmation from your physician or licensed health care provider** (if required). Once your application is approved and notice is received, you may go to The Transit Store to have your photograph taken, pay for, and pick up your MTS Disabled ID Card. MTS reserves the right to make a final determination of eligibility of disabled identification cards. Applications are for internal use only and will not be subject to public review. Should an application be denied, an appeal may be filed with MTS or the applicant may resubmit. A parent or legal guardian must sign for applicants under 18 years of age.

Last Name	First Name	Middle Initial	Birth Month/Day/Year
Mailing Address	City	State	ZIP Code
If parent or legal guardian signing for minor, PRINT parent or legal guardian name			() Phone number with area code

SECTION 1. CHECK THE APPROPRIATE BOX BELOW

- ☐ **New Card.** If you have not had an MTS Disabled ID Card before, check this box. The cost is \$7 for the Compass Card ID*. You must have your physician or licensed health care provider complete and sign page 2
- ☐ **Renewal Card.** If your MTS Disabled ID Card is expiring, please check this box. The cost is \$7 for the Compass Card ID*. You must have your physician or licensed health care provider complete and sign the back of this application

*NOTE: The cost of the Compass Card ID is separate from the cost of the monthly fare

SECTION 2. APPLICANT ACKNOWLEDGEMENT AND MEDICAL RELEASE CONSENT

I certify to the best of my knowledge that the information on this application is true and correct. I understand that providing false or misleading information could result in my eligibility status being terminated.

I understand that my MTS Disabled ID Card is not transferable to other persons and that MTS reserves the right to determine qualifications for issuing cards in accordance with the terms and conditions listed on the application instruction sheet. I understand the MTS Disabled ID Card is valid until the date printed on the card and that I must reapply at that time if I wish to continue my eligibility with the MTS Disabled ID Card program. I understand that on the bus, I must tap my MTS Disabled ID Card on the farebox or card reader and for the trolley, I must tap the station validator to be eligible for the reduced fare.

I understand that the information on this application will be kept confidential by the professionals involved in evaluating my eligibility. I understand that MTS will contact the physician or licensed health care provider on the back of this form to verify my qualifying disability.

I AUTHORIZE the certifying physician or licensed health care provider to provide all information needed to MTS in determining my eligibility for the MTS reduced-fare program.

I HAVE READ AND UNDERSTAND the Instruction Sheet. I understand that until my MTS Disabled ID Card is approved, I will need to purchase the regular adult or youth fare to use MTS's transit services. (A parent or legal guardian must sign for applicants under 18 years of age.)

Original Signature (copies/faxed/stamped signatures NOT accepted)

Date of Signature

SECTION 3. APPLICANT MUST FILL OUT THIS PAGE FIRST & THEN HAVE CERTIFIED PROFESSIONAL COMPLETE SECTIONS 5 AND 6 ON THE NEXT PAGE IN THEIR ENTIRETY

SECTION 4. RETURN THIS APPLICATION

Please
DO NOT
send money

By Mail or in Person to:
SDM Eligibility Office
100 16th Street
San Diego, CA 92101

SECTION 5. PHYSICIAN'S STATEMENT OF MEDICAL DISABILITY ELIGIBILITY**IMPORTANT!**

ONLY TREATING *PHYSICIANS/QUALIFIED HEALTH CARE PROFESSIONALS (as shown *below) are authorized to fill out **ANY** portion of this application. It must be **✓ COMPLETE** or it will be returned. Please read "Important" information (at bottom of page).

✓ DURATION from date of this certification (choose one):

☐ 3 months ☐ 6 months ☐ 1 year ☐ 3 years

✓ _____
PATIENT'S NAME (please print clearly)

***PHYSICIANS/HEALTH CARE PROFESSIONALS QUALIFIED TO CERTIFY** (as follows):

Licensed Physician (MD/DO): ALL categories **1-15**

Licensed Psychiatrist/Psychologist **10-15**

Certified School Psychologist: **15**

Audiologist: **9**

Podiatrist: **6-7**

✓ Check all categories that apply below (must meet criteria on "List of Qualifying Disabilities" in Section 7):

- ☐ 1. **NONAMBULATORY** (Impairments requiring use of a wheelchair)
☐ 2. **ARTHRITIS**: (check applicable type[s] below)
☐ Therapeutic Grade III / ☐ Functional Class III / ☐ Anatomical State III
☐ 3. **CARDIOPULMONARY/CARDIOVASCULAR DISEASE** (See details pg. 4 of 6)
☐ 4. **CEREBROVASCULAR ACCIDENT** (ongoing debilitating) (See pg. 4 of 6)
☐ 5. **DIALYSIS** (kidney dialysis machine in order to live)
☐ 6. **AMPUTATION/DEFORMITY** (Hands and/or feet or loss of major function)
☐ 7. **MOBILITY-AIDED** List permanent mobility device(s) used: _____
☐ 8. **SIGHT** disabilities (See details on pg. 4 of 6)
☐ 9. **HEARING** Disabilities (70 dB(A) or greater in 500, 1000, 2000 Hz ranges)

- ☐ 10. **INTELLECTUAL/DEVELOPMENTALLY DISABLED**
☐ 11. **AUTISM**
☐ 12. **NEUROLOGICAL DISABILITIES** - Specific Diagnosis: _____
☐ 13. **EPILEPSY** -Type: _____
 Seizure-free continuous 6-mo. period? ☐ YES ☐ NO
☐ 14. **MENTAL DISORDERS** - Principal Diagnosis DSM V: _____
☐ 15. **LEARNING DISABILITIES** - Specific Diagnosis: _____

✓ **Is/are dysfunction(s) controlled by medication(s)?** ☐ YES ☐ NO

✓ REQUIRED - PLEASE EXPLAIN how the disability(ies) inhibit(s) the applicant's ability to effectively use mass transportation services or a mass transportation facility without special facilities, planning, or design:

SECTION 6. CERTIFICATION OF TREATING PHYSICIAN/LICENSED HEALTH CARE PROFESSIONAL

I **CERTIFY** I am legally licensed by the State of California. I **AM CURRENTLY TREATING** _____ **✓** (patient name) for a qualifying disability, the applicant is disabled as defined by the above criteria, and the information I have provided is true & correct under penalty of perjury according to the laws of the State of California.

Physician's Name (**ONLY *qualified professionals**) _____

Physician's License Number _____

Office Street Address Suite _____

City, State, ZIP Code _____

Phone Number w/Area Code _____ Extension _____

Fax Number w/Area Code _____

✓ _____

Authorized Signature (MUST BE AN ORIGINAL)
 COPIES/FAXED/STAMPED SIGNATURES NOT ACCEPTED

✓ _____

Date of Signature
 INFO. CAN BE RELEASED TO MTS UP TO 60 DAYS FROM DATE OF SIGNATURE

IMPORTANT – PLEASE READ THOROUGHLY

PLEASE **DO NOT SUBMIT** APPLICATIONS for individuals who do not qualify for a medical disability reduced fare. Not all disabilities under Section 37.3 qualify an individual to receive a reduced transit fare. Reduced fare ID cards are **NOT ISSUED FOR SOCIOECONOMIC PURPOSES**. PREGNANCY, OBESITY, DRUG AND/OR ALCOHOL ADDICTION, TAKEN ALONE, OR A DYSFUNCTION THAT CAN BE CONTROLLED THROUGH MEDICATION ARE ALSO EXAMPLES **THAT DO NOT QUALIFY** an individual for a reduced transit fare. Please see the MTS handout "Explanation of Reduced Fare Benefits for Individuals with Disabilities" for an explanation of the disabilities that could qualify an individual for reduced fare with MTS. The medical disability must be identified in Title 49 Section 37.3 of the Code of Federal Regulations **and MUST further meet the state and federal requirements for reduced fare eligibility. The qualifying disability(ies) MUST inhibit the applicant's ability to effectively use mass transportation services or a mass transportation facility WITHOUT special facilities, planning, or design.**

PLEASE MAKE A COPY FOR YOUR FILE; MTS WILL CALL TO VERIFY (Applicant's Medical Release Consent in Section 2)

For MTS Internal Use Only: Verified by _____

Date _____

Staff Initials _____

SECTION 7. LIST OF QUALIFYING DISABILITIES

Type of Licensed Health Care Professional
Authorized to Complete the Certification:

- 1. NONAMBULATORY.** Impairments (such as an anatomical loss or paralysis) that require use of a wheelchair.
- 2. ARTHRITIS.** American Rheumatism Assoc. may be used as a guideline for determination of arthritic disability Therapeutic Grade III, Functional Class III, Anatomical State III, or worse as evidence of arthritic disability.
- 3. CARDIOPULMONARY/CARDIOVASCULAR DISEASE.** Serious loss of heart or lung reserves as shown by X-ray, EKG, or other tests and, in spite of medical treatment, there is breathlessness, pain, or fatigue. Requires impairment at Class III or IV level upon standards accepted by the American Heart Association. (For lung functionality, see Pg. 5 of 6 - Nos. 4 a and 4b.)
- 4. CEREBROVASCULAR ACCIDENT.** Ongoing debilitating effects following occurrence of cerebrovascular accident (stroke) or cerebral palsy.
- 5. DIALYSIS.** Individual who must use a kidney dialysis machine in order to live.
- 6. AMPUTATION/DEFORMITY.** Anatomical deformity or amputation of hand(s) &/or feet or loss of major function.
- 7. MOBILITY-AIDED.** Disabilities requiring the permanent use of an AFO or larger leg brace, walker, or crutches to achieve mobility.
- 8. SIGHT DISABILITIES.** Result in the better eye, after best correction, which is 20/200 or less; or those individuals whose visual field is contracted (commonly known as tunnel vision): a) to 10 degrees or less from a point of fixation; or b) so the widest diameter subtends an angle no greater than 20 degrees; and c) who are unable to read information signs or symbols for other-than-language reasons.
- 9. HEARING DISABILITIES.** Impairment due to deafness or hearing incapacity that makes it impossible to communicate or hear warning signals where the hearing loss is 70 dB(A) or greater in the 500, 1000, and 2000 Hz ranges.
- 10. INTELLECTUAL/DEVELOPMENTALLY DISABLED.** Subaverage general intellectual functioning originating during the developmental period or from illness or accident later in life associated with impaired adaptive behavior which results in a reduced capacity to perform actions necessary for use of MTS's regular fixed-route services without receiving special training.
- 11. AUTISM.** Monotonously repetitive motor behavior, severe withdrawal, inappropriate response to condition stimuli, and very inadequate social relationships.
- 12. NEUROLOGICAL DISABILITIES.** (1) Substantial functional motor deficits in any of two extremities, loss of balance and/or cognitive impairments 3 months post stroke; or (2) Difficulty with coordination, communication, social interaction and/or perception, functional motor deficits, or significantly reduced mobility that result from a brain, spinal, or peripheral nerve injury or illness. A specific diagnosis is required.
- 13. EPILEPSY.** Grand mal or psychomotor. Persons seizure-free for continuous period of six months disqualified.
- 14. MENTAL DISORDERS.** Individuals whose mental impairment substantially limits one or more of their major life activities AND are unable to use mass transit without special planning, design, or facilities. The following list, although not conclusive, are examples of eligible diagnoses. A principal diagnosis from DSM V classification in one of the following areas is required for eligibility: Organic Mental Disorders, Schizophrenic Disorders, Paranoid Disorders, Psychotic Disorders not elsewhere classified, Dissociative Disorders, Psychological Factors affecting physical condition, and Post-Traumatic Stress Syndrome. The severity must meet or exceed standards outlined in the "Disability Evaluation Under Social Security Publication." It must have been for at least 3 months and be expected to continue for at least 3 months past the application date.
- 15. LEARNING DISABILITIES:** An individual has a significant learning, perception, and/or cognitive disability which results in a reduced capacity to perform actions necessary for use of MTS's regular fixed-route services without receiving special training. Some conditions are excluded from eligibility, such as attention deficit disorder (ADD or ADHD), dyslexia, and lack of English proficiency. A specific diagnosis is required.

1. Licensed physician (MD or DO) or podiatrist
2. Licensed physician (MD or DO) or podiatrist
3. Licensed physician (MD or DO)
4. Licensed physician (MD or DO)
5. Licensed physician (MD or DO)
6. Licensed physician (MD or DO) or podiatrist
7. Licensed physician (MD or DO) or podiatrist
8. Licensed physician (MD or DO)
9. Licensed physician (MD or DO) or licensed audiologist*
10. Licensed physician (MD or DO), licensed psychologist*, or licensed psychiatrist*
11. Licensed physician (MD or DO), licensed psychologist*, or licensed psychiatrist*
12. Licensed physician (MD or DO), licensed psychologist*, or licensed psychiatrist*
13. Licensed physician (MD or DO), licensed psychologist*, or licensed psychiatrist*
14. Licensed physician (MD or DO), Licensed psychologist*, or licensed psychiatrist*
15. Licensed physician (MD or DO), licensed psychologist*, licensed psychiatrist*, or *certified school psychologist

SECTION 8. EXPLANATION OF REDUCED-FARE BENEFITS FOR INDIVIDUALS WITH DISABILITIES

As a recipient of federal funding, San Diego Metropolitan Transit System (MTS) is required, during nonpeak hours, to provide a discount fare to elderly and “handicapped persons” at a rate of not more than 50% of the regular, peak fare. Under this discount fare program, a “handicapped person” is defined as:

“... those individuals who, by reason of illness, injury, age, congenital malfunction, or other permanent or temporary incapacity or disability, including those who are nonambulatory wheelchair-bound and those with semi-ambulatory capabilities, are unable without special facilities or special planning or design to utilize mass transportation facilities and services as effectively as persons who are not so affected.”

(See 49 U.S.C. § 5307(d) (reduced-fare requirement); 49 C.F.R. § 609.23 (reduced-fare requirement); 49 C.F.R. § 609.3 (definition of “elderly and handicapped persons”). **Reduced fares are only provided to individuals with a qualifying medical disability. Reduced fares are not provided for socioeconomic purposes.**

Please note that pregnancy, obesity, drug or alcohol addiction, and certain other conditions, taken alone, do not qualify as disabilities eligible for MTS's reduced-fare program. (See 49 C.F.R. § 609, Appendix A). Federal transit laws provide for a reduced fare only to individuals with a disability that both meets the definition of a disability under the Americans with Disabilities Act (see 49 C.F.R. § 37.3 definition of “Disability”) and meets the requirement that because of the disability, the individual is unable, without special facilities, planning, or design, to utilize MTS's transit facilities or services as effectively as individuals without a disability. This means that an individual with a recognized disability may fall under the civil rights protections for access to transportation services but will not qualify for a reduced fare. (Compare 49 C.F.R. § 609.3 with 49 C.F.R. § 37.3.)

Therefore, to qualify for a reduced fare, the qualifying disability must result in a reduced capacity to perform actions necessary for the use of MTS regular fixed-route services without receiving special training or assistance. If the diagnosis listed on the Application does not clearly meet this standard, the certifying health care professional will be asked to provide a narrative description identifying the specific features of MTS fixed-route services that the applicant cannot use without special training or assistance. The “special training or assistance” must be different than the orientation required for all first-time users (disabled and nondisabled) of public transit. State law further extends the benefits of the federal reduced-fare program to the following individuals:

- (1) An individual who by reason of illness, injury, age, congenital malfunction, or other permanent or temporary incapacity or disability, including, but not limited to, any individual confined to a wheelchair, is unable, without special facilities or special planning or design, to utilize public transportation facilities and services as effectively as a person who is not so affected (see Cal. Pub. Util. Code § 99206.5);
- (2) An individual who has lost, or has lost the use of, one or more lower extremities or both hands, or who has significant limitation in the use of lower extremities, or who has a diagnosed disease or disorder which substantially impairs or interferes with mobility, or who is so severely disabled as to be unable to move without the aid of an assistant device (see Cal. Veh. Code § 295.5(a));
- (3) An individual who is blind to the extent that the person's central visual acuity does not exceed 20/200 in the better eye, with corrective lenses, as measured by the Snellen test, or visual acuity that is greater than 20/200 but with a limitation in the field of vision such that the widest diameter of the visual field subtends an angle not greater than 20 degrees (see Cal. Veh. Code § 295.5(b));
- (4) An individual who suffers from lung disease to the extent of any of the following:
 - a. The individual's forced (respiratory) expiratory volume for one second when measured by spirometry is less than one liter.
 - b. The individual's arterial oxygen tension (pO₂) is less than 60 mm/Hg on room air while the person is at rest (see Cal. Veh. Code § 295.5(c));
- (5) An individual who is impaired by cardiovascular disease to the extent that the person's functional limitations are classified in severity as class III or class IV based on upon standards accepted by the American Heart Association (see Cal. Veh. Code § 295.5(d));

- (6) A "disabled veteran," which means any individual who, as a result of injury or disease suffered while on active service with the armed forces of the United States, suffers any of the following¹:
- a. Has a disability which has been rated 100 percent by the Department of Veterans Affairs or the military service from which the veteran was discharged, due to a diagnosed disease or disorder which substantially impairs or interferes with mobility.
 - b. Is so severely disabled as to be unable to move without the aid of an assistant device.
 - c. Has lost, or has lost the use of, one or more limbs.
 - d. Has suffered permanent blindness, as defined in Section 19153 of the Welfare and Institutions Code. (see Cal. Veh. Code §295.7.)

(See Cal. Pub. Util. Code §99155(b) extending reduced fare transit benefits to the above-listed individuals.)

A temporary disability is defined as a qualifying disability (meeting the standards set forth above), which lasts more than 90 days. (See 49 C.F.R. §609, Appendix A, Question 2 and Cal. Pub. Util. Code §99206.5.)

An individual can prove eligibility for a reduced fare under this program by any one of the following:

- (A) Proof of a federal Medicare identification card.
- (B) Proof of a disabled placard or identification card issued by the California Department of Motor Vehicles.
- (C) Current Social Security Insurance award letter.
- (D) Proof of a North County Transit District disabled identification card.
- (E) A certification on an MTS application form by a qualified health care professional that the individual meets the requirements listed above. (Submit with application to obtain an MTS disabled identification card).

The information below can be submitted in support of proof of eligibility for a reduced fare under this program:

- (F) Current, signed letter from the Epilepsy Foundation.²
- (G) Current, signed letter from the San Diego Center for the Blind.²
- (H) Current signed letter from the San Diego Regional Center for the Developmentally Disabled.²
- (I) Current Individualized Education Program (IEP) from school for disabled students.³

(See SANDAG Comprehensive Fare Ordinance § 10.3; MTS Ordinance No. 4, § 4.2(B); Cal. Pub. Util. Code § 99155.)

The List of Qualifying Disabilities included on MTS's Application for Reduced Fare is intended to identify disabilities that qualify for a reduced fare. This list is not intended to expand the list of individuals eligible for a reduced fare under state and federal law. MTS reserves the right to revise the List of Qualifying Disabilities at any time in order to conform its Reduced Fare Program to the requirements of state or federal law.

¹ MTS goes beyond this requirement and accepts veterans' disability ratings of 50 percent or greater. Qualifying disabilities, diseases, and conditions for veterans are encompassed under List of Qualifying Disabilities on page 4 of 6.

² If submitting a letter pursuant to options (F), (G) or (H) above, the letter must contain a certification equivalent to the one contained in the Physician's Statement of Medical Disability Eligibility (page 2 of the MTS Reduced Fare Application) and must be signed by the type of physician or specific licensed health care professional identified on the List of Qualifying Disabilities (page 4 of the MTS Reduced Fare Application).

³ An IEP can only be submitted to support a disability qualifying under Category 15 LEARNING DISABILITIES on the List of Qualifying Disabilities. The MTS Application for a Reduced Fare must be signed by a licensed medical doctor, licensed psychologist, or licensed school psychologist. Please refer to the description of a qualifying learning disability. Not all students on an IEP will qualify for an MTS reduced fare. The learning disability must result in a reduced capacity to perform actions necessary for the use of MTS regular fixed-route services without receiving special training or assistance. If the IEP does not clearly support this finding, the school psychologist will be asked to provide a narrative description identifying the specific features of MTS fixed-route services that the student cannot use without special training or assistance. The "special training or assistance" must be different than the orientation required for all (disabled and non-disabled) first-time users of public transit.

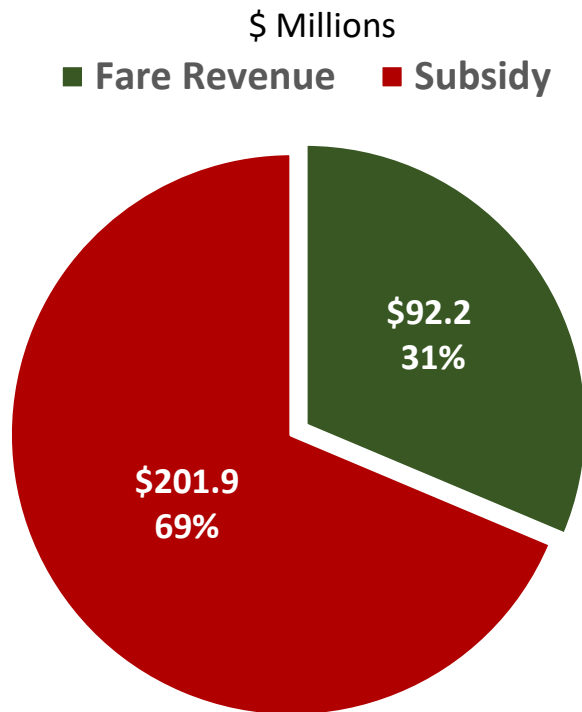
Summary of Senior/Disabled/Medicare Discount Fare Program and Recent Updates to Eligibility Forms

MTS Board of Directors
October 15, 2020

REGIONAL FARES

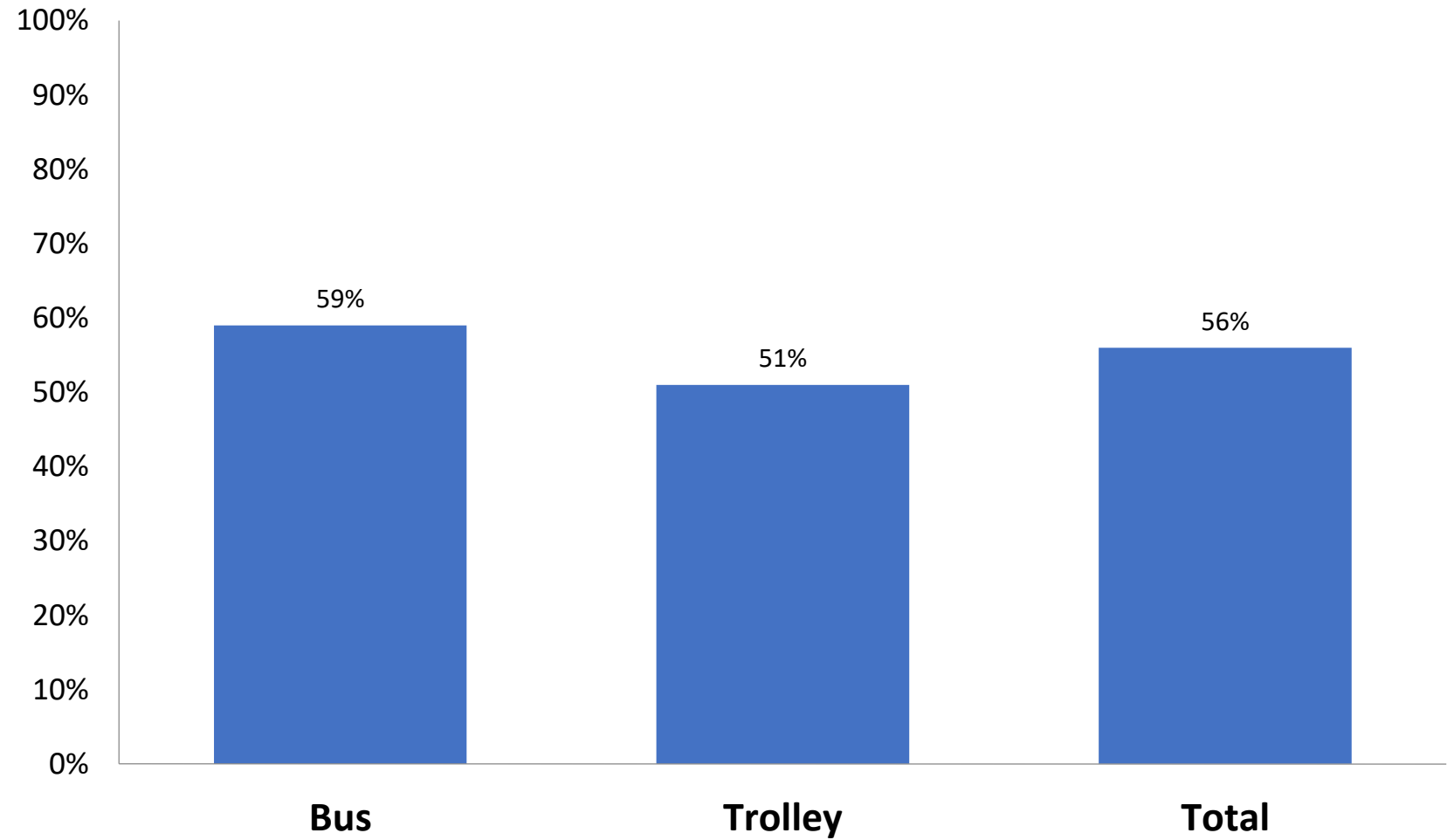
	<u>Bus & Trolley</u>	<u>Rapid Express</u>
<u>Cash Fares</u>		
Adult	\$2.50	\$5.00
SDM	\$1.25	\$2.50
Youth	\$2.50	\$5.00
<u>Monthly/30-Day Passes</u>		
Adult	\$72	\$100
SDM	\$23	\$32
Youth	\$23	\$32
<u>Day Passes (no free transfers)</u>		
Adult	\$6	\$12
SDM	\$3	\$6
Youth	\$3	\$6

RIDERSHIP & FARE REVENUE SIGNIFICANCE



- 85.3 million MTS riders in FY 2019 generated \$92.2 million in Operating Revenue
- Farebox Recovery Rate is 31.3%
- Fare revenue extremely important to MTS
- MTS riders are sensitive to any fare changes that increase their costs
 - **84% of riders live in households with income below \$50K.**
 - Annual household median income of customers in 2020 has declined to **\$17,813** from \$19,667 two years ago.

RIDER DEPENDENCY RATE



DISCOUNTED FARE

- 87% of riders use some type of pass (Day, Month, College, etc.)
- 38% of all MTS passengers ride free (under 6) or pay a significantly discounted fare (Youth or Senior/Disabled/Medicare)
- 7% of SD County transit riders are seniors (60+ years old)
- 17% of riders are retired or not employed.

BOARDINGS & FARE REVENUE SHARES

	<u>% Riders</u>	<u>% Fare Revenue</u>
<u>Cash Fares</u>		
Adult (incl. Premium)	5.8%	16.3%
SDM	2.2%	2.7%
<u>Passes (Monthly & Day)</u>		
Adult + Premium + COASTER	48.2%	50.8%
SDM	23.2%	8.8%
Youth	7.8%	4.7%
College	7.7%	8.8%
<u>Free/Other</u>	5.0%	8.0%
TOTAL	100%	100%

Reduced Fare IDs on Compass Card

- In April 2011 MTS began using the Compass Card technology to replace existing MTS Reduced Fare IDs
- Improved the ID process at the same time
 - Streamlined approval process
 - Goal: To preserve the benefit for those who truly qualify (68% discount off of the regular adult fare)
 - Over time, have changed the process and applications to reflect feedback from stakeholders, customers and medical providers, and changes by the Social Security Administration
- Individuals may still purchase/use a discounted pass without a Compass Card ID, but must show other proof of eligibility (proof of age, Social Security, Medicare, DMV placard, etc.)

Methods for Obtaining a Compass ID Card

- 90-94% of applicants for the Compass ID use the Short Form
 - Applicants can show proof of eligibility by showing one of various forms, including SSI/SSDI, Medicare, proof of age eligibility, DMV placard, another agency's ID or paratransit eligibility
 - Picture is taken at the Transit Store and placed on the card
- Anyone without one of these forms of proof can obtain the Compass ID by having a medical provider certify eligibility using the Long Form
 - Once approved, picture is taken at the Transit Store and placed on the card
- In a typical year, will sell 9000 to 10,000 Compass IDs
- Can also be certified to purchase discounted passes on Compass Cloud

Year	Month	Long	Short	Total	Avg. % Short
2020	January	54	507	561	90.37%
2020	February	41	470	511	91.98%
2020	March	22	319	341	93.55%
2020	April	6	127	133	95.49%
2020	May	10	189	199	94.97%
2020	June	7	265	272	97.43%
2020	July	6	291	297	97.98%
2020	August	24	268	292	91.78%
2020	September	19	350	369	94.85%
			Total Average Short		94.27%

Recent Changes to the Form/Program

- Updated list of approved medical providers who may certify SDM eligibility to coincide with the Social Security Administration (SSA) list of “Acceptable Medical Sources” for SSI or SSDI applications.
 - allow licensed physicians’ assistants and nurse practitioners to certify in all categories in which they are licensed to diagnose.
- Removed the Narrative Box for medical providers to explain how a particular disability impacts the applicant’s ability to use transit.
 - considered confusing by providers

Summary of Senior/Disabled/Medicare Discount Fare Program and Recent Updates to Eligibility Forms

MTS Board of Directors

October 15, 2020



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

Agenda Item No. 48

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 15, 2020

SUBJECT:

SEMI-ANNUAL SECURITY REPORT (JANUARY 1, 2020 THROUGH JUNE 30, 2020)
(TIM CURRAN)

INFORMATIONAL ONLY

Budget Impact

None with this action

DISCUSSION:

This semi-annual security report covers the period from January 1, 2020 through June 30, 2020. Topics to be discussed will be the crime statistics for the calendar year and information regarding security and enforcement.

Transit Enforcement staff utilized the Automated Regional Justice Information System (ARJIS) database to obtain/identify Part I crimes that were possibly transit related. All law enforcement agencies in the San Diego region report their crime information to ARJIS and this is the most reliable data. Crime statistics where MTS staff was notified/involved are tracked and maintained in the MTS database (eForce). Once a crime was identified as possibly transit related, crime reports were obtained/reviewed to determine if there was a nexus to MTS.

/s/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com



TRANSIT ENFORCEMENT 2020 SEMI-ANNUAL SECURITY REPORT

January 1, 2020 through June 30, 2020

Tim Curran

Deputy Director of Passenger Safety
and Code Compliance Department

October 15, 2020

INTRODUCTION

Transit Enforcement Components

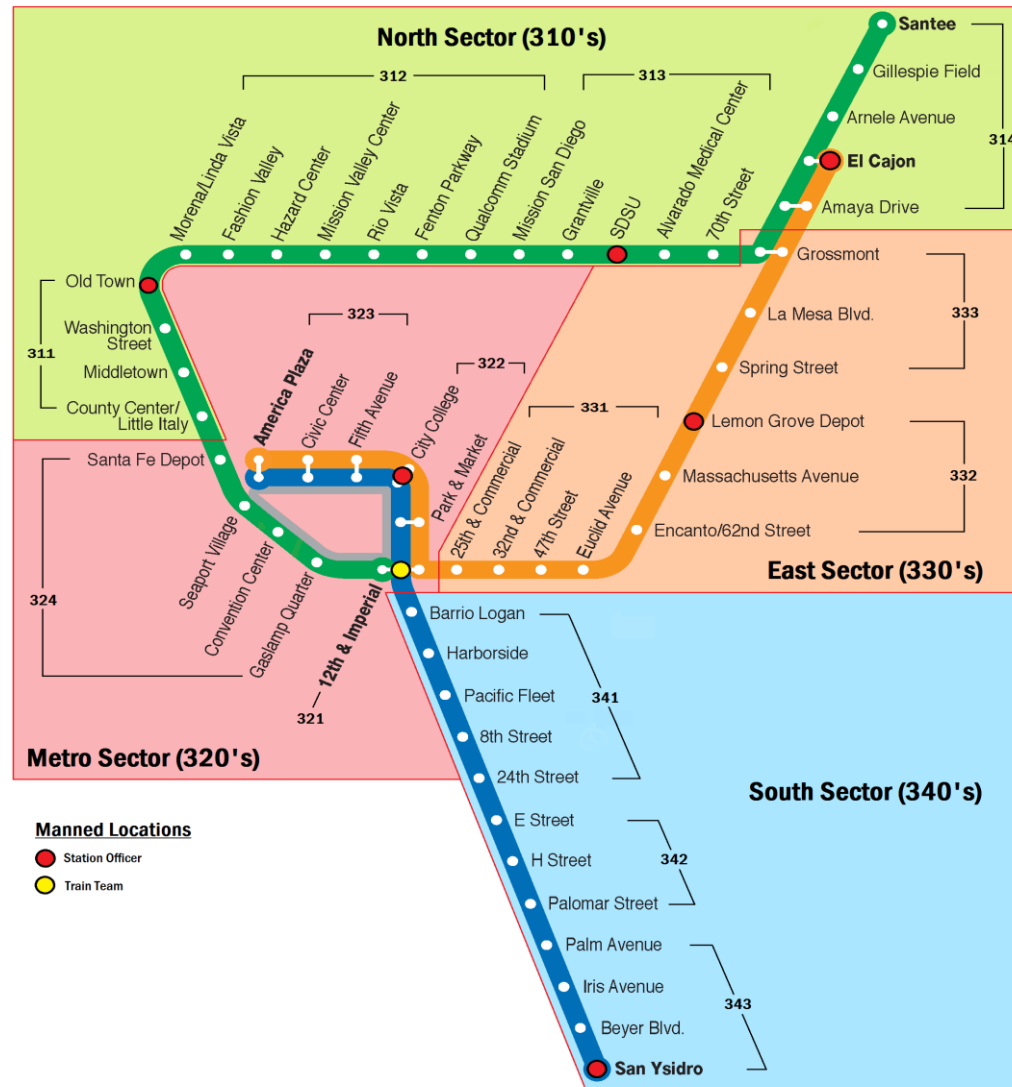
Code Compliance Inspectors

- Public Officers with Powers of Arrest
- Highly visible uniform presence
- 64 Personnel

Contract Security Officers - Transit Systems Security

- Private Person's arrest – 837 PC
- Highly visible uniform presence
- 158 Personnel
- 84 Armed

MTS Sector/Beat Map



Part I Reported Crimes: Trolley

ARJIS Data vs. MTS Response

January through June

ARJIS Data

Part I Crimes	2019	2020
Homicide	0	0
Rape	0	*1*
Robbery	22	11
Aggravated Assault	25	24
Burglary	0	1
Larceny/Theft	52	43
Motor Vehicle Theft	25	17
Arson	1	2
Total:	125	99

MTS Response Data

Part I Crimes	2019	2020
Homicide	0	0
Rape	0	0
Robbery	7	8
Aggravated Assault	10	8
Burglary	1	0
Larceny/Theft	26	33
Motor Vehicle Theft	3	1
Arson	2	6
Total:	49	56

* SDPD Case – inactive

Part I Crimes Onboard/Arrests

January through June

MTS Data

Part I Crimes	2019 Total Crimes	2020 Total Crimes	2019 Onboard	2020 Onboard	2019 Arrests	2020 Arrests
Homicide	0	0	0	0	0	0
Rape	0	0	0	0	0	0
Robbery	7	8	1	3	3	4
Aggravated Assault	10	8	3	4	4	4
Burglary	1	0	0	0	1	0
Larceny/Theft	26	33	0	3	0	1
Motor Vehicle Theft	3	1	0	0	0	0
Arson	2	6	0	1	0	1
Total:	49	56	4	11	8	10

PART I CRIMES BY SECTOR

January through June

ARJIS Data

	Metro	East Sector	North Sector	South Sector
Homicide	0	0	0	0
Rape	1	0	0	0
Robbery	3	3	0	5
Aggravated Assault	6	3	6	9
Burglary	1	0	0	0
Larceny/Theft	14	5	11	13
Motor Vehicle Theft	0	2	2	13
Arson	1	0	1	0
Total:	26	13	20	40



MTS Reporting of Part II Crimes: Trolley

January through June

Part II Incidents	2019 Total Crimes	2020 Total Crimes	2019 Onboard	2020 Onboard	2019 Arrests	2020 Arrests
Drunkenness	11	13	1	1	11	12
Drug Abuse Violations	14	19	1	1	14	19
Other Assaults	47	34	15	14	30	20
Vandalism	173	251	70	105	13	14
Sex Offenses	1	6	0	2	1	1
Total:	246	323	87	123	69	66

Copper Wire Thefts

January through June

There were two incidents of copper wire thefts:

Date	Location	Trolley Line
2/9/2020	S. 13 th St	A-yard
2/21/2020	Hill St/El Cajon Blvd	Orange line

Calls for Service: Bus

January through June

Division	Calls for Service	
	<u>2019</u>	<u>2020</u>
• MTS Bus	69	90
• TransDev E. County Division	20	19
• TransDev S. Bay Division	47	76
	<u>Total:</u>	<u>136</u>

Top Three Call Types:

• Disturbance Calls	83	133
• Assaults	35	25
• Vandalism	18	27

MTS Response to Part I Crimes: Bus

January through June

Part I Crimes	2019 Total Crimes	2020 Total Crimes	2019 Onboard	2020 Onboard	2019 Arrests	2020 Arrests
Homicide	0	0	0	0	0	0
Rape	0	0	0	0	0	
Robbery	0	0	0	0	0	0
Aggravated Assault	1	3	0	1	1	2
Burglary	0	0	0	0	0	0
Larceny/Theft	4	7	1	2	0	1
Motor Vehicle Theft	0	0	0	0	0	0
Arson	1	0	0	0	0	0
Total:	6	10	1	3	1	3

MTS Response to Part II Crimes: Bus

January through June

Part II Incidents	2019 Total Crimes	2020 Total Crimes	2019 Onboard	2020 Onboard	2019 Arrests	2020 Arrests
Drunkenness	2	0	0	0	2	0
Drug Abuse Violations	3	3	1	1	3	3
Other Assaults	11	11	7	7	4	4
Vandalism	34	58	8	20	2	7
Sex Offenses	0	1	0	1	0	1
Total:	50	73	16	29	11	15

SECURITY & ENFORCEMENT

Assaults

January through June

- MTS responded to 56 assaults (69 in 2019), both Part I and Part II, on both trolley and bus
 - 22 of those assault cases were on MTS employees (Security Officers, Code Compliance Inspectors, and Bus and Trolley Personnel)

Fare Inspections and Citations

January through June

There was a 49.43% decrease in fare inspections and a 55.58% decrease in citations issued in 2020

	2019	2020
Fare Inspections	3,306,709	1,672,142
Citations	42,314	18,795

The top three citation violation charges are for Fare Evasion, Smoking and Failure to Comply.

	2019	2020	Percentage Change
Fare Evasion	36,592	16,624	- 54.57%
Smoking	1,862	361	- 80.61%
Failure to Comply	879	437	- 50.28%

Special Enforcement Details Fare Evasion Rate: Trolley

The Code Compliance Department conducted 13 controlled SED's and 8 non-controlled SED's in 2020. The purpose of these details is to conduct fare inspections of all patrons onboard the trolley, enforce fare evasion and to determine the fare evasion rate.

	# of SED's	Total contacts	Total Fare Violations	Evasion Rate
Controlled SED's	13	21,305	600	2.82%

	# of SED's	Total Contacts	Total Fare Violations
Non-Controlled SED's	8	7,174	256

SDM Inspections

January through June

	Total Riders Inspected	Total SDMs Inspected	Citations	Warnings	Violation Rate
Trolley	1,672,142	99,081	163	35	0.20%
Bus		1,695	1	0	0.06%

Transient Encampment Details

Regular Transient Encampment and trespassing details were conducted to address illegal lodging and other nuisance/sanitation concerns on MTS properties. These details resulted in 698 Trespassing/Loitering citations (January through June).

- 56 of those citations occurred along the San Diego River in Mission and Fashion Valley.
- Transit Enforcement provided security during eight clean-ups for a total of 3,760 lbs. of trash and hard debris.

Non-Compliant Arrests

There was a 31.3% decrease in non-compliant arrests in the first six months of 2020.

January through June

	CCI	TSS	Both CCI and TSS	Total
2019	11	59	301	371
2020	16	45	194	255

There was 1 unfounded Use of Force investigation.

Ride Assured

“See Something, Say Something”

Month	Number of Texts	Late Responses	Percentage < 1 Minute
January 2020	368	24	93.48%
February 2020	361	9	97.51%
March 2020	340	22	93.53%
April 2020	184	11	94.02%
May 2020	316	15	95.25%
June 2020	300	3	99.00%
TOTAL	1,869	84	95.51%

Training

New Code Compliance Inspectors

Phase Training – 280 hours

- 3 weeks in classroom (added one additional week)
- 4 weeks with training officer in the field (two phases)

Training

Code Compliance Inspectors

Yearly:

- De-Escalation/Tactical Communication Training
- Biased Based Policing/Diversity/Discrimination Training
- Defensive Tactics

Every Two Years:

- First Aid/CPR
- Interaction with Disabled Persons
- These classes will be offered each year on an alternating basis.

Training

Code Compliance Inspectors

Bi-monthly:

- Briefing Training

As Needed:

- POST Supervisor Course
- POST Field Training Officer Course
- PC 832 Course

TSS Security Officers

- 180 hours of training (160 in the field)

FIREARMS

- 14 hours of firearms training (8 classroom, 6 range)
- Background check through FBI and DOJ
- Qualify every 4 months (Cannot exceed 6 months)

Security Contract

Current contract expires on June 30, 2021

- Current contract is for 158 full-time positions
 - Armed Officers: 82
 - Unarmed Officers: 60
 - Supervisors, Management, Admin: 16
 - Current contract value - \$41,150,000 (five years)
 - Current armed officer pay - \$19.00/hour
 - Current unarmed officer pay - \$13.50/hour

End of Presentation

Discussion/Questions?



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

Agenda Item No. 61

Chief Executive Officer's Report

October 15, 2020

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 September 10, 2020 through October 7, 2020.

*Please note additional reporting of purchase orders that is now possible with the new SAP Enterprise Resource Planning system.

CEO Travel Report (since last Board meeting)

N/A

Board Member Travel Report (since last Board meeting)

N/A



Expense Contracts				
Doc #	Organization	Subject	Amount	Day
G2420.0-21	UNIVISION RADIO	PARTNERSHIP AGREEMENT	\$34,400.00	9/11/2020
PWG269.0-19269-07.01	HERZOG CONTRACTING CORP	ADD COMP FOR OT	\$60,577.99	9/13/2020
G2053.1-18.24	CIVILIAN	EAT-SHOP-PLAY PHASE I PLANNING	\$15,000.00	9/14/2020
G2326.0-20	HORTON, OBERRECHT, KIRKPATRIK & MARTHA	LEGAL SERVICES	\$75,000.00	9/14/2020
G2253.3-19	TRAPEZE SOFTWARE GROUP	PASS CERT INTERFACE DEVT. TESTING AND INSTALL (NO COST)	\$0.00	9/17/2020
G1931.17-16	NMS MANAGEMENT	EXTEND MOW TRAINING ROOM CLEANING	\$472.34	9/18/2020
G1951.0-17-AE-52.01	MOTT MACDONALD	ADD ENVIRO SVCS	\$30,959.53	9/25/2020
G1928.5-16	T&T JANITORIAL	COVID-19 CLEANING AFETER CONFRIMED CASES	\$10,560.00	9/28/2020
PWL289.2-20	CONAN CONSTRUCTION	CCO2 - UTILITY TRENCH LUMP SUM	\$19,877.76	10/1/2020
G2260.3-19	CONDUENT TRANSPORT SOLUTIONS	ADDING NON-REVENUE TRACKING FUNCT	\$36,026.00	10/4/2020
G1951.0-17-AE-58.01	MOTT MACDONALD	ADD DESIGN LAS CHOLLAS CREEK BRIDGE	\$80,896.17	10/5/2020
G2051.1-18	NEXTRAQ	GPS FLEET TRACKING	\$189.50	10/6/2020
B0711.1-20	MOTOR COACH INDUSTRIES	TIRE CREDIT	(\$95,423.40)	10/7/2020
G1951.5-17	MOTT MACDONALD	ADD CLASSIFICATIONS	\$0.00	10/7/2020

Revenue Contracts and MOUs				
Doc #	Organization	Subject	Amount	Day
L6762.1-17	eLock TECHNOLOGIES	JROE - TIME EXTENSION	\$750.00	9/10/2020
L1559.0-21	IRISH CONSTRUCTION	ROE - MILEPOST CC1.03 THROUGH 1.13	\$1,649.50	9/21/2020
L0901.6-10	BRICEHOUSE STATION	MASTER CONCESSIONAIRE - ADD LOCATIONS	\$0.00	9/21/2020
G2428.0-21	VITOL INC	SALE OF 4500 FUEL CREDITS	\$895,500.00	9/22/2020
G2011.2-17	SA RECYCLING	OPTION YEAR 1-2	\$32,058.00	9/23/2020
M6740.0-20	CLARK CONSTRUCTION	SDSU STADIUM GRADING	\$945.25	9/24/2020
G2423.0-21	SANDAG	NCTD FY21 TRY TRANSIT	\$12,000.00	10/1/2020

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4400001139	9/10/2020	W.W. Grainger Inc		M110-SUB STATION	108.83	-	-
4400001140	9/10/2020	Office Depot		G200-OFFICE SUPPLIES	23.29	-	-
4400001141	9/10/2020	W.W. Grainger Inc		G130-SHOP TOOLS	243.11	-	-
4400001142	9/11/2020	Office Depot		G200-OFFICE SUPPLIES	63.05	-	-
4400001143	9/11/2020	W.W. Grainger Inc		M110-SUB STATION	138.85	-	-
4400001144	9/14/2020	W.W. Grainger Inc		M120-OVRHEAD CATENARY SYS	69.01	-	-
4400001145	9/14/2020	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	408.57	-	-
4400001146	9/15/2020	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	361.98	-	-
4400001147	9/15/2020	Office Depot		G200-OFFICE SUPPLIES	186.38	-	-
4400001148	9/16/2020	W.W. Grainger Inc		G130-SHOP TOOLS	84.39	-	-
4400001149	9/17/2020	W.W. Grainger Inc		M180-STATION ELECTRICAL	562.65	-	-
4400001150	9/17/2020	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	685.50	-	-
4400001151	9/17/2020	W.W. Grainger Inc		B250-BUS REPAIR PARTS	36.46	-	-
4400001152	9/18/2020	W.W. Grainger Inc		M110-SUB STATION	584.31	-	-
4400001153	9/18/2020	Office Depot		G200-OFFICE SUPPLIES	61.58	-	-
4400001154	9/18/2020	Office Depot		G200-OFFICE SUPPLIES	279.58	-	-
4400001155	9/18/2020	Office Depot		G200-OFFICE SUPPLIES	49.52	-	-
4400001156	9/21/2020	Office Depot		G200-OFFICE SUPPLIES	491.52	-	-
4400001157	9/22/2020	Office Depot		G200-OFFICE SUPPLIES	15.58	-	-
4400001158	9/22/2020	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	283.06	-	-
4400001159	9/22/2020	W.W. Grainger Inc		G130-SHOP TOOLS	63.05	-	-
4400001160	9/22/2020	Office Depot		G200-OFFICE SUPPLIES	90.64	-	-
4400001161	9/23/2020	Office Depot		G200-OFFICE SUPPLIES	58.96	-	-
4400001162	9/23/2020	Office Depot		G200-OFFICE SUPPLIES	186.61	-	-
4400001163	9/23/2020	W.W. Grainger Inc		M110-SUB STATION	265.49	-	-
4400001164	9/23/2020	Mcmaster-Carr Supply Co		G150-FASTENERS	33.21	-	-
4400001165	9/23/2020	Office Depot		G200-OFFICE SUPPLIES	194.49	-	-
4400001166	9/23/2020	W.W. Grainger Inc		G130-SHOP TOOLS	37.06	-	-
4400001167	9/24/2020	W.W. Grainger Inc		G130-SHOP TOOLS	280.90	-	-
4400001168	9/24/2020	W.W. Grainger Inc		B250-BUS REPAIR PARTS	13.78	-	-
4400001169	9/24/2020	Office Depot		G200-OFFICE SUPPLIES	118.30	-	-
4400001170	9/24/2020	Office Depot		G200-OFFICE SUPPLIES	44.90	-	-
4400001171	9/25/2020	Office Depot		G200-OFFICE SUPPLIES	93.37	-	-
4400001172	9/25/2020	Office Depot		G200-OFFICE SUPPLIES	301.53	-	-
4400001173	9/28/2020	Office Depot		G200-OFFICE SUPPLIES	104.99	-	-
4400001174	9/28/2020	Office Depot		G200-OFFICE SUPPLIES	170.28	-	-
4400001175	10/2/2020	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	1,653.82	-	-
4400001176	10/2/2020	Mcmaster-Carr Supply Co		M140-WAYSIDE SIGNALS	152.82	-	-
4400001177	10/5/2020	Office Depot		G200-OFFICE SUPPLIES	63.69	-	-
4400001178	10/5/2020	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	787.70	-	-
4400001179	10/6/2020	Office Depot		G200-OFFICE SUPPLIES	50.74	-	-
4500033951	9/10/2020	Transit Holdings Inc		B130-BUS BODY	1,654.78	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500033952	9/10/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	2,565.10	-	-
4500033953	9/10/2020	Uline		G140-SHOP SUPPLIES	408.38	-	-
4500033954	9/10/2020	R.S. Hughes Co Inc		B250-BUS REPAIR PARTS	825.95	-	-
4500033955	9/10/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	29,400.04	-	-
4500033956	9/10/2020	Statewide Traffic Safety & Signs		G140-SHOP SUPPLIES	387.90	-	-
4500033957	9/10/2020	Aztec Global Solutions, Inc.		M110-SUB STATION	461.17	-	-
4500033958	9/10/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	2,012.69	-	-
4500033959	9/10/2020	M Power Truck & Diesel Repair		P210-NON-REV VEH REPAIRS	798.74	-	-
4500033960	9/10/2020	Sid Tool Co		F110-SHOP/BLDG MACHINERY	293.97	-	-
4500033961	9/10/2020	Mcmaster-Carr Supply Co		F110-SHOP/BLDG MACHINERY	116.87	-	-
4500033962	9/10/2020	CDW LLC		G200-OFFICE SUPPLIES	210.08	-	-
4500033963	9/10/2020	Siemens Mobility, Inc.		M130-CROSSING MECHANISM	317.73	-	-
4500033964	9/10/2020	Dunn-Edwards Corporation		F110-SHOP/BLDG MACHINERY	59.15	-	-
4500033965	9/10/2020	Sunbelt Rentals, Inc		P160-EQUIPMENT RENTALS	3,030.74	-	-
4500033966	9/10/2020	Discovery Health Services LLC		P480-EE MAINTENANCE	6,300.00	-	-
4500033967	9/10/2020	Steven Timme		G230-PRINTED MATERIALS	1,313.00	-	-
4500033968	9/10/2020	OneSource Distributors, LLC		G190-SAFETY/MED SUPPLIES	144.01	-	-
4500033969	9/10/2020	Baker Capital Limited		R160-RAIL/LRV ELECTRICAL	4,616.01	-	-
4500033970	9/10/2020	Home Depot USA Inc		G170-LUBRICANTS	372.48	-	-
4500033971	9/10/2020	W.W. Grainger Inc		M120-OVRHEAD CATENARY SYS	87.82	-	-
4500033972	9/10/2020	Transit Holdings Inc		B140-BUS CHASSIS	526.33	-	-
4500033973	9/10/2020	S&A Systems Inc		F110-SHOP/BLDG MACHINERY	805.81	-	-
4500033974	9/10/2020	Gillig LLC		B160-BUS ELECTRICAL	697.65	-	-
4500033975	9/10/2020	Kurt Morgan		G200-OFFICE SUPPLIES	400.80	-	-
4500033976	9/10/2020	E W Truck & Equipment Co Inc		B140-BUS CHASSIS	110.56	-	-
4500033977	9/10/2020	Mohawk Mfg & Supply Co		B110-BUS HVAC SYSTEMS	26.75	-	-
4500033978	9/10/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	2.75	-	-
4500033979	9/10/2020	Freeby Signs		B130-BUS BODY	83.03	-	-
4500033980	9/10/2020	Muncie Transit Supply		B160-BUS ELECTRICAL	54.95	-	-
4500033981	9/10/2020	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	117.57	-	-
4500033982	9/11/2020	Citywide Auto Glass Inc		R120-RAIL/LRV CAR BODY	1,050.57	-	-
4500033983	9/11/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	62.77	-	-
4500033984	9/11/2020	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	25.43	-	-
4500033985	9/11/2020	Transit Holdings Inc		B130-BUS BODY	3,820.01	-	-
4500033986	9/11/2020	Transit Holdings Inc		B130-BUS BODY	2,570.98	-	-
4500033987	9/11/2020	Trolley Support LLC		B250-BUS REPAIR PARTS	3,006.23	-	-
4500033988	9/11/2020	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	446.73	-	-
4500033989	9/11/2020	West-Lite Supply Co Inc	Small Business	M140-WAYSIDE SIGNALS	466.34	-	-
4500033990	9/11/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	3,417.38	-	-
4500033991	9/11/2020	El Dorado Coatings Inc	Small Business	R140-RAIL/LRV DOORS/RAMP	271.53	-	-
4500033992	9/11/2020	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	314.20	-	-
4500033993	9/11/2020	Fastenal Company		G140-SHOP SUPPLIES	1,433.68	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500033994	9/11/2020	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	210.12	-	-
4500033995	9/11/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	10,396.10	-	-
4500033997	9/11/2020	Jenal Engineering Corporation	Small Business	C130-CONSTRUCTION SVCS	1,925.00	-	-
4500033998	9/11/2020	Mission Janitorial Supplies		G180-JANITORIAL SUPPLIES	1,457.54	-	-
4500033999	9/11/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	6,802.53	-	-
4500034000	9/11/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	3,684.26	-	-
4500034001	9/11/2020	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	2,208.24	-	-
4500034002	9/11/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	80.30	-	-
4500034003	9/11/2020	Brown & Bigelow Inc		G250-NOVELTIES & AWARDS	1,244.52	-	-
4500034004	9/11/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	1,638.89	-	-
4500034005	9/11/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	319.30	-	-
4500034006	9/11/2020	Gillig LLC		B200-BUS PWR TRAIN EQUIP	572.22	-	-
4500034007	9/11/2020	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	1,142.54	-	-
4500034008	9/11/2020	Jeyco Products Inc		G150-FASTENERS	221.43	-	-
4500034009	9/11/2020	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	7,245.42	-	-
4500034010	9/11/2020	Grah Safe & Lock Inc	Small Business	P130-EQUIP MAINT REPR SVC	214.00	-	-
4500034011	9/13/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	2,530.01	-	-
4500034012	9/13/2020	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	60.25	-	-
4500034013	9/13/2020	Gillig LLC		B250-BUS REPAIR PARTS	25.28	-	-
4500034014	9/13/2020	Charter Industrial Supply Inc	Small Business	B120-BUS MECHANICAL PARTS	233.58	-	-
4500034015	9/13/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	143.34	-	-
4500034016	9/13/2020	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	72.41	-	-
4500034017	9/13/2020	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	211.31	-	-
4500034018	9/13/2020	Golden State Supply LLC		B200-BUS PWR TRAIN EQUIP	21.01	-	-
4500034019	9/13/2020	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	76.55	-	-
4500034020	9/13/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	1,498.03	-	-
4500034021	9/13/2020	San Diego Friction Products, Inc.		G140-SHOP SUPPLIES	33.08	-	-
4500034022	9/13/2020	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	542.67	-	-
4500034023	9/13/2020	W.W. Grainger Inc		G160-PAINTS & CHEMICALS	158.60	-	-
4500034024	9/13/2020	Zep Vehicle Care Inc		G160-PAINTS & CHEMICALS	1,238.61	-	-
4500034025	9/13/2020	El Dorado Coatings Inc	Small Business	F180-BUILDING MATERIALS	457.94	-	-
4500034026	9/14/2020	NASG Holding Inc		R120-RAIL/LRV CAR BODY	9,309.60	-	-
4500034027	9/14/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	7.02	-	-
4500034028	9/14/2020	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	339.42	-	-
4500034029	9/14/2020	Muncie Transit Supply		B160-BUS ELECTRICAL	159.68	-	-
4500034030	9/14/2020	Transit Holdings Inc		B130-BUS BODY	3,109.89	-	-
4500034031	9/14/2020	Transit Holdings Inc		B140-BUS CHASSIS	6,485.53	-	-
4500034032	9/14/2020	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	8,168.65	-	-
4500034033	9/14/2020	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	2,194.74	-	-
4500034034	9/14/2020	Battery Systems Inc		F110-SHOP/BLDG MACHINERY	404.21	-	-
4500034035	9/14/2020	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	317.24	-	-
4500034036	9/14/2020	Mouser Electronics Inc		B250-BUS REPAIR PARTS	76.30	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500034037	9/14/2020	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	2,457.27	-	-
4500034038	9/14/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	1,275.42	-	-
4500034039	9/14/2020	Gillig LLC		B130-BUS BODY	755.92	-	-
4500034040	9/14/2020	McMaster-Carr Supply Co		G140-SHOP SUPPLIES	59.22	-	-
4500034041	9/14/2020	Wesco Distribution Inc		G270-ELECTRICAL/LIGHTING	93.48	-	-
4500034042	9/14/2020	Freeby Signs		B130-BUS BODY	21.55	-	-
4500034043	9/14/2020	Golden State Supply LLC		G140-SHOP SUPPLIES	22.59	-	-
4500034044	9/14/2020	Battery Power Inc.		B160-BUS ELECTRICAL	5,924.55	-	-
4500034045	9/14/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	14.36	-	-
4500034046	9/14/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	6.05	-	-
4500034047	9/14/2020	Genuine Parts Co		A140-AUTO/TRUCK REPAIR	80.74	-	-
4500034048	9/14/2020	Muncie Transit Supply		B160-BUS ELECTRICAL	122.08	-	-
4500034049	9/14/2020	Kurt Morgan		G200-OFFICE SUPPLIES	701.13	-	-
4500034050	9/14/2020	Tribologik Corporation		G140-SHOP SUPPLIES	433.16	-	-
4500034051	9/14/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	33.20	-	-
4500034052	9/14/2020	Charter Industrial Supply Inc	Small Business	B120-BUS MECHANICAL PARTS	73.64	-	-
4500034053	9/14/2020	Vern Rose Inc		G160-PAINTS & CHEMICALS	66.33	-	-
4500034054	9/14/2020	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	1,810.08	-	-
4500034055	9/14/2020	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	695.74	-	-
4500034056	9/14/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	32.78	-	-
4500034057	9/14/2020	R.S. Hughes Co Inc		B130-BUS BODY	43.49	-	-
4500034058	9/14/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	1,556.56	-	-
4500034059	9/14/2020	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	103.31	-	-
4500034060	9/14/2020	McMaster-Carr Supply Co		B250-BUS REPAIR PARTS	1,510.12	-	-
4500034061	9/14/2020	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	1,303.80	-	-
4500034062	9/15/2020	Annex Automotive and		G160-PAINTS & CHEMICALS	3,328.64	-	-
4500034063	9/15/2020	Muncie Transit Supply		B140-BUS CHASSIS	2.05	-	-
4500034064	9/15/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	1,328.51	-	-
4500034065	9/15/2020	Transit Holdings Inc		B130-BUS BODY	512.67	-	-
4500034066	9/15/2020	Siemens Mobility, Inc.		R170-RAIL/LRV HVAC	215.50	-	-
4500034067	9/15/2020	Professional Contractors Supplies		G160-PAINTS & CHEMICALS	436.18	-	-
4500034068	9/15/2020	Western-Cullen-Hayes Inc		M130-CROSSING MECHANISM	627.07	-	-
4500034069	9/15/2020	Ace Uniforms & Accessories	Small Business	G190-SAFETY/MED SUPPLIES	404.07	-	-
4500034070	9/15/2020	Beck Electric Supply		M110-SUB STATION	952.51	-	-
4500034071	9/15/2020	The Carpenter Group Inc		M120-OVRHEAD CATENARY SYS	635.73	-	-
4500034072	9/15/2020	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	12,283.50	-	-
4500034073	9/15/2020	Knorr Brake Holding Corporation		R160-RAIL/LRV ELECTRICAL	31,707.41	-	-
4500034074	9/15/2020	Reid and Clark Screen Arts Co		G230-PRINTED MATERIALS	628.78	-	-
4500034075	9/15/2020	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	354.61	-	-
4500034077	9/15/2020	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	1,096.94	-	-
4500034078	9/15/2020	USSC Acquisition Corp		B250-BUS REPAIR PARTS	104.15	-	-
4500034079	9/15/2020	DoAll Company		R230-RAIL/LRV MECHANICAL	2,015.46	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500034080	9/15/2020	Chromate Industrial Corporation		G150-FASTENERS	166.88	-	-
4500034081	9/15/2020	Cummins Pacific LLC		B250-BUS REPAIR PARTS	377.75	-	-
4500034082	9/15/2020	SPX Corporation		G290-FARE REVENUE EQUIP	3,119.34	-	-
4500034083	9/15/2020	Cummins Pacific LLC		P190-REV VEHICLE REPAIRS	270.00	-	-
4500034084	9/15/2020	W.W. Grainger Inc		B250-BUS REPAIR PARTS	63.68	-	-
4500034085	9/15/2020	Gillig LLC		B160-BUS ELECTRICAL	660.87	-	-
4500034086	9/15/2020	Kaman Industrial Technologies		G140-SHOP SUPPLIES	217.85	-	-
4500034087	9/15/2020	Vern Rose Inc		G160-PAINTS & CHEMICALS	112.97	-	-
4500034088	9/15/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	9.45	-	-
4500034089	9/15/2020	Jeyco Products Inc		G140-SHOP SUPPLIES	69.25	-	-
4500034090	9/15/2020	APTA		P280-GENERAL SVC AGRMNTS	21,500.00	-	-
4500034091	9/15/2020	Charter Industrial Supply Inc	Small Business	B200-BUS PWR TRAIN EQUIP	299.08	-	-
4500034092	9/15/2020	SC Commercial, LLC		B180-BUS DIESEL	5,204.33	-	-
4500034093	9/15/2020	Transit Holdings Inc		INSURANCE-Insurance Stock	16,206.05	-	-
4500034094	9/15/2020	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	11,144.98	-	-
4500034095	9/15/2020	Muncie Transit Supply		B140-BUS CHASSIS	212.49	-	-
4500034096	9/15/2020	Prudential Overall Supply		G180-JANITORIAL SUPPLIES	6,486.55	-	-
4500034097	9/15/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	420.12	-	-
4500034098	9/15/2020	West-Lite Supply Co Inc	Small Business	M180-STATION ELECTRICAL	1,382.01	-	-
4500034099	9/15/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	13,663.18	-	-
4500034100	9/15/2020	Annex Automotive and		R240-RAIL/LRV REPR PARTS	774.12	-	-
4500034101	9/15/2020	American Battery Corporation	Small Business	G290-FARE REVENUE EQUIP	201.25	-	-
4500034102	9/15/2020	Neopart Transit LLC		B160-BUS ELECTRICAL	5,781.02	-	-
4500034103	9/15/2020	Airgas Inc		G190-SAFETY/MED SUPPLIES	214.38	-	-
4500034104	9/15/2020	Transit Holdings Inc		B140-BUS CHASSIS	1,730.71	-	-
4500034105	9/15/2020	Knorr Brake Holding Corporation		G170-LUBRICANTS	11,753.06	-	-
4500034106	9/15/2020	Barry Sandler Enterprises		G180-JANITORIAL SUPPLIES	270.68	-	-
4500034107	9/16/2020	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	635.52	-	-
4500034108	9/16/2020	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	4,993.45	-	-
4500034109	9/16/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	4,529.33	-	-
4500034110	9/16/2020	Siemens Mobility, Inc.		R190-RAIL/LRV PANTOGRAPH	296.27	-	-
4500034111	9/16/2020	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	130.92	-	-
4500034112	9/16/2020	CDW LLC		R160-RAIL/LRV ELECTRICAL	139.19	-	-
4500034113	9/16/2020	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	900.50	-	-
4500034114	9/16/2020	Chromate Industrial Corporation		R220-RAIL/LRV TRUCKS	308.60	-	-
4500034115	9/16/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	180.12	-	-
4500034116	9/16/2020	Konecranes Inc		P130-EQUIP MAINT REPR SVC	7,239.30	-	-
4500034117	9/16/2020	Professional Contractors Supplies		G180-JANITORIAL SUPPLIES	301.56	-	-
4500034118	9/16/2020	Zep Vehicle Care Inc		G180-JANITORIAL SUPPLIES	185.26	-	-
4500034119	9/16/2020	Jeyco Products Inc		G200-OFFICE SUPPLIES	56.57	-	-
4500034120	9/16/2020	Staples Contract & Commercial Inc		G140-SHOP SUPPLIES	160.32	-	-
4500034121	9/16/2020	Staples Contract & Commercial Inc		G210-OFFICE FURNITURE	172.39	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500034122	9/16/2020	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	699.11	-	-
4500034123	9/16/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	96.00	-	-
4500034124	9/16/2020	Gillig LLC		B170-BUS CNG	3,392.48	-	-
4500034125	9/16/2020	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	2,242.76	-	-
4500034126	9/16/2020	Muncie Transit Supply		B130-BUS BODY	553.20	-	-
4500034127	9/16/2020	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	19.14	-	-
4500034128	9/16/2020	Sherwin Williams Company		F120-BUS/LRV PAINT BOOTHS	495.50	-	-
4500034129	9/16/2020	Gillig LLC		B250-BUS REPAIR PARTS	89.28	-	-
4500034130	9/16/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	3,089.93	-	-
4500034131	9/16/2020	SC Commercial, LLC		G170-LUBRICANTS	1,729.39	-	-
4500034132	9/16/2020	Transit Holdings Inc		B140-BUS CHASSIS	487.27	-	-
4500034133	9/17/2020	Synco Chemical Corporation		G170-LUBRICANTS	18,567.48	-	-
4500034134	9/17/2020	Annex Automotive and		F120-BUS/LRV PAINT BOOTHS	5,049.81	-	-
4500034135	9/17/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	2,046.62	-	-
4500034136	9/17/2020	Transit Holdings Inc		B130-BUS BODY	2,800.63	-	-
4500034137	9/17/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	3,147.02	-	-
4500034138	9/17/2020	Gillig LLC		B250-BUS REPAIR PARTS	111.52	-	-
4500034139	9/17/2020	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	1,208.18	-	-
4500034140	9/17/2020	Western-Cullen-Hayes Inc		M130-CROSSING MECHANISM	1,039.80	-	-
4500034141	9/17/2020	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	12,717.30	-	-
4500034142	9/17/2020	Chromate Industrial Corporation		G270-ELECTRICAL/LIGHTING	199.34	-	-
4500034143	9/17/2020	E W Truck & Equipment Co Inc		B120-BUS MECHANICAL PARTS	246.10	-	-
4500034144	9/17/2020	Transit Holdings Inc		B130-BUS BODY	726.94	-	-
4500034145	9/17/2020	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	258.53	-	-
4500034146	9/17/2020	Gillig LLC		B130-BUS BODY	30.54	-	-
4500034147	9/17/2020	W.W. Grainger Inc		G150-FASTENERS	144.67	-	-
4500034148	9/17/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	12.83	-	-
4500034149	9/17/2020	USSC Acquisition Corp		B110-BUS HVAC SYSTEMS	3,474.94	-	-
4500034150	9/17/2020	Basler Electric Company		M110-SUB STATION	3,086.83	-	-
4500034151	9/17/2020	Daniels Tire Service		A110-AUTO/TRUCK TIRES	537.71	-	-
4500034152	9/17/2020	Vern Rose Inc		G140-SHOP SUPPLIES	96.52	-	-
4500034153	9/17/2020	M Power Truck & Diesel Repair		P210-NON-REV VEH REPAIRS	631.36	-	-
4500034154	9/17/2020	Gillig LLC		B170-BUS CNG	1,379.20	-	-
4500034155	9/17/2020	Graybar Electric Co Inc		M180-STATION ELECTRICAL	1,795.65	-	-
4500034156	9/17/2020	Kurt Morgan		G200-OFFICE SUPPLIES	719.10	-	-
4500034157	9/17/2020	Lisa Ynez Beetson	Minority Owned Business	G230-PRINTED MATERIALS	1,633.49	-	-
4500034158	9/17/2020	MS Electrical Distribution Inc		M180-STATION ELECTRICAL	581.31	-	-
4500034159	9/17/2020	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	233.28	-	-
4500034160	9/17/2020	Transit Holdings Inc		B140-BUS CHASSIS	2,499.37	-	-
4500034161	9/17/2020	Cummins Pacific LLC		B140-BUS CHASSIS	1,633.21	-	-
4500034162	9/17/2020	JKL Cleaning Systems		F180-BUILDING MATERIALS	901.89	-	-
4500034163	9/17/2020	Eran Hason		P120-BLDG/FACILITY REPRS	122.37	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500034164	9/18/2020	Siemens Mobility, Inc.		R170-RAIL/LRV HVAC	441.13	-	-
4500034165	9/18/2020	Annex Automotive and		G190-SAFETY/MED SUPPLIES	1,260.68	-	-
4500034166	9/18/2020	Gillig LLC		B250-BUS REPAIR PARTS	268.95	-	-
4500034167	9/18/2020	Cummins Pacific LLC		B250-BUS REPAIR PARTS	138.28	-	-
4500034168	9/18/2020	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	344.75	-	-
4500034169	9/18/2020	Mcmaster-Carr Supply Co		F110-SHOP/BLDG MACHINERY	100.59	-	-
4500034170	9/18/2020	W.W. Grainger Inc		B250-BUS REPAIR PARTS	108.88	-	-
4500034171	9/18/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	5.26	-	-
4500034172	9/18/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	824.52	-	-
4500034173	9/18/2020	J. J. Keller & Associates Inc		P490-MANAGEMENT TRAINING	500.00	-	-
4500034174	9/18/2020	Gillig LLC		B140-BUS CHASSIS	289.92	-	-
4500034175	9/18/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	41.64	-	-
4500034176	9/18/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	3,990.04	-	-
4500034177	9/18/2020	Siemens Mobility, Inc.		R170-RAIL/LRV HVAC	795.20	-	-
4500034178	9/18/2020	General Information Systems Ltd		G120-SECURITY	1,104.00	-	-
4500034179	9/18/2020	Charter Industrial Supply Inc	Small Business	B120-BUS MECHANICAL PARTS	478.43	-	-
4500034180	9/18/2020	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	443.56	-	-
4500034181	9/18/2020	OneSource Distributors, LLC		G180-JANITORIAL SUPPLIES	472.59	-	-
4500034182	9/18/2020	Jeyco Products Inc		G150-FASTENERS	49.38	-	-
4500034183	9/18/2020	Chromate Industrial Corporation		G140-SHOP SUPPLIES	1,979.75	-	-
4500034184	9/18/2020	W.W. Grainger Inc		P280-GENERAL SVC AGRMNTS	77.67	-	-
4500034185	9/18/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	103.05	-	-
4500034186	9/18/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	1,984.00	-	-
4500034187	9/18/2020	Muncie Transit Supply		B130-BUS BODY	745.53	-	-
4500034188	9/18/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	78.34	-	-
4500034189	9/18/2020	Gillig LLC		B130-BUS BODY	956.78	-	-
4500034190	9/18/2020	Genuine Parts Co		A140-AUTO/TRUCK REPAIR	107.66	-	-
4500034191	9/18/2020	Charter Industrial Supply Inc	Small Business	B120-BUS MECHANICAL PARTS	24.01	-	-
4500034192	9/18/2020	W.W. Grainger Inc		B250-BUS REPAIR PARTS	127.63	-	-
4500034193	9/21/2020	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	2,719.38	-	-
4500034194	9/21/2020	ASPEN Refrigerants Inc		G140-SHOP SUPPLIES	888.94	-	-
4500034195	9/21/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	62.77	-	-
4500034196	9/21/2020	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	181.50	-	-
4500034197	9/21/2020	Transit Holdings Inc		B140-BUS CHASSIS	5,581.93	-	-
4500034198	9/21/2020	Team One Repair Inc		G140-SHOP SUPPLIES	50,480.65	-	-
4500034200	9/21/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	317.78	-	-
4500034201	9/21/2020	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	37.96	-	-
4500034202	9/21/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	621.00	-	-
4500034203	9/21/2020	Jeyco Products Inc		G200-OFFICE SUPPLIES	18.79	-	-
4500034204	9/21/2020	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	53.96	-	-
4500034205	9/21/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	100.47	-	-
4500034206	9/21/2020	Gillig LLC		B130-BUS BODY	40.77	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500034207	9/21/2020	Kaman Industrial Technologies		B120-BUS MECHANICAL PARTS	442.79	-	-
4500034208	9/21/2020	Vern Rose Inc		G160-PAINTS & CHEMICALS	146.97	-	-
4500034209	9/21/2020	Battery Power Inc.		B160-BUS ELECTRICAL	9,156.12	-	-
4500034210	9/21/2020	Harbor Diesel & Equipment		B200-BUS PWR TRAIN EQUIP	11,661.69	-	-
4500034211	9/21/2020	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	1,108.07	-	-
4500034212	9/21/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	89.56	-	-
4500034213	9/21/2020	Knorr Brake Holding Corporation		R220-RAIL/LRV TRUCKS	21,049.35	-	-
4500034214	9/21/2020	Alpine Fence Inc.		F190-LANDSCAPING MAT'LS	1,137.76	-	-
4500034215	9/21/2020	Dellner Inc		R130-RAIL/LRV COUPLER	2,623.72	-	-
4500034216	9/21/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	2,411.85	-	-
4500034217	9/21/2020	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	212.00	-	-
4500034218	9/21/2020	Westair Gases & Equipment Inc	Small Business	G140-SHOP SUPPLIES	578.82	-	-
4500034219	9/21/2020	SPX Corporation		G290-FARE REVENUE EQUIP	113.27	-	-
4500034220	9/21/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	265.49	-	-
4500034221	9/21/2020	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	8,384.40	-	-
4500034222	9/21/2020	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	2,256.39	-	-
4500034223	9/21/2020	Tribologik Corporation		G140-SHOP SUPPLIES	540.91	-	-
4500034224	9/21/2020	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	74.74	-	-
4500034225	9/21/2020	Charter Industrial Supply Inc	Small Business	B120-BUS MECHANICAL PARTS	27.48	-	-
4500034226	9/21/2020	SC Commercial, LLC		G170-LUBRICANTS	1,729.39	-	-
4500034227	9/21/2020	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	213.02	-	-
4500034228	9/21/2020	Freeby Signs		B250-BUS REPAIR PARTS	242.44	-	-
4500034229	9/21/2020	W.W. Grainger Inc		M110-SUB STATION	1,471.07	-	-
4500034230	9/21/2020	Office Solutions		G280-FARE MATERIALS	275.27	-	-
4500034231	9/21/2020	Culligan of San Diego		G140-SHOP SUPPLIES	2,040.00	-	-
4500034232	9/21/2020	Prudential Overall Supply		G180-JANITORIAL SUPPLIES	13,350.23	-	-
4500034233	9/21/2020	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	11,686.57	-	-
4500034234	9/21/2020	Shilpark Paint Corp.		G160-PAINTS & CHEMICALS	130.03	-	-
4500034235	9/22/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	1,465.23	-	-
4500034236	9/22/2020	Transit Holdings Inc		B130-BUS BODY	424.20	-	-
4500034237	9/22/2020	Cubic Transportation Systems		B190-BUS FARE EQUIP	3,232.50	-	-
4500034238	9/22/2020	Transit Products and Services		B130-BUS BODY	3,932.88	-	-
4500034239	9/22/2020	Neopart Transit LLC		B200-BUS PWR TRAIN EQUIP	1,939.50	-	-
4500034240	9/22/2020	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	14,959.66	-	-
4500034241	9/22/2020	BC Custom Design Services LLC		R120-RAIL/LRV CAR BODY	1,514.98	-	-
4500034242	9/22/2020	Gillig LLC		B250-BUS REPAIR PARTS	1,264.51	-	-
4500034243	9/22/2020	W.W. Grainger Inc		B250-BUS REPAIR PARTS	50.53	-	-
4500034244	9/22/2020	Kaman Industrial Technologies		G140-SHOP SUPPLIES	82.43	-	-
4500034245	9/22/2020	West-Lite Supply Co Inc	Small Business	M180-STATION ELECTRICAL	660.00	-	-
4500034246	9/22/2020	Santee Collision Center		A140-AUTO/TRUCK REPAIR	1,822.31	-	-
4500034247	9/22/2020	Romaine Electric Corporation	Small Business	M130-CROSSING MECHANISM	2,608.02	-	-
4500034248	9/22/2020	Kenneth Place		F190-LANDSCAPING MAT'LS	64.64	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500034249	9/22/2020	Southern Counties Oil Co, LP		A120-AUTO/TRUCK GASOLINE	18,951.21	-	-
4500034250	9/22/2020	Gillig LLC		B160-BUS ELECTRICAL	768.89	-	-
4500034251	9/22/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	3,209.42	-	-
4500034252	9/22/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	5,396.66	-	-
4500034253	9/22/2020	Gillig LLC		B170-BUS CNG	1,510.56	-	-
4500034254	9/22/2020	Mohawk Mfg & Supply Co		B110-BUS HVAC SYSTEMS	33.23	-	-
4500034255	9/22/2020	Jeyco Products Inc		G170-LUBRICANTS	30.55	-	-
4500034256	9/22/2020	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	31.77	-	-
4500034257	9/22/2020	Southern Counties Oil Co, LP		A120-AUTO/TRUCK GASOLINE	18,861.82	-	-
4500034258	9/22/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	46.28	-	-
4500034259	9/22/2020	Zep Vehicle Care Inc		G180-JANITORIAL SUPPLIES	185.26	-	-
4500034260	9/22/2020	Bonsall Petroleum Construction Inc		F110-SHOP/BLDG MACHINERY	2,055.54	-	-
4500034261	9/22/2020	Transit Holdings Inc		B130-BUS BODY	76.34	-	-
4500034262	9/23/2020	The Carpenter Group Inc		M120-OVRHEAD CATENARY SYS	972.44	-	-
4500034263	9/23/2020	Kurt Morgan		G140-SHOP SUPPLIES	623.93	-	-
4500034264	9/23/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	1,206.00	-	-
4500034265	9/23/2020	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	1,907.07	-	-
4500034266	9/23/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	190.43	-	-
4500034267	9/23/2020	Knorr Brake Holding Corporation		R140-RAIL/LRV DOORS/RAMP	3,538.51	-	-
4500034268	9/23/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	1,717.63	-	-
4500034269	9/23/2020	Southland Printing Company, Inc		G280-FARE MATERIALS	5,691.36	-	-
4500034270	9/23/2020	Mission Janitorial Supplies		G180-JANITORIAL SUPPLIES	50.10	-	-
4500034271	9/23/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	15,367.59	-	-
4500034272	9/23/2020	Baker Capital Limited		M140-WAYSIDE SIGNALS	1,652.89	-	-
4500034273	9/23/2020	W.W. Grainger Inc		G170-LUBRICANTS	1,317.99	-	-
4500034274	9/23/2020	Team One Repair Inc		G290-FARE REVENUE EQUIP	34.91	-	-
4500034275	9/23/2020	Genuine Parts Co		A140-AUTO/TRUCK REPAIR	53.83	-	-
4500034276	9/23/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	278.42	-	-
4500034277	9/23/2020	Gillig LLC		B130-BUS BODY	224.42	-	-
4500034278	9/23/2020	Home Depot USA Inc		G140-SHOP SUPPLIES	323.25	-	-
4500034279	9/23/2020	Professional Contractors Supplies		G140-SHOP SUPPLIES	354.19	-	-
4500034280	9/23/2020	Mohawk Mfg & Supply Co		B110-BUS HVAC SYSTEMS	199.67	-	-
4500034281	9/23/2020	Jankovich Company		G170-LUBRICANTS	3,342.41	-	-
4500034282	9/23/2020	Jeyco Products Inc		G170-LUBRICANTS	88.78	-	-
4500034283	9/23/2020	Charter Industrial Supply Inc	Small Business	B120-BUS MECHANICAL PARTS	199.41	-	-
4500034284	9/23/2020	Knorr Brake Holding Corporation		R140-RAIL/LRV DOORS/RAMP	8,221.33	-	-
4500034285	9/23/2020	Robcar Corporation	Woman Owned Business	G190-SAFETY/MED SUPPLIES	113.14	-	-
4500034286	9/23/2020	Neopart Transit LLC		B200-BUS PWR TRAIN EQUIP	4,405.36	-	-
4500034287	9/23/2020	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	5,051.40	-	-
4500034288	9/23/2020	EI Dorado Coatings Inc	Small Business	R140-RAIL/LRV DOORS/RAMP	271.53	-	-
4500034289	9/23/2020	Knorr Brake Holding Corporation		R160-RAIL/LRV ELECTRICAL	31,707.41	-	-
4500034290	9/23/2020	Kaman Industrial Technologies		B250-BUS REPAIR PARTS	742.21	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500034291	9/23/2020	M Power Truck & Diesel Repair		P210-NON-REV VEH REPAIRS	1,131.25	-	-
4500034292	9/23/2020	Vern Rose Inc		G140-SHOP SUPPLIES	292.74	-	-
4500034293	9/23/2020	Sherwin Williams Company		F120-BUS/LRV PAINT BOOTHS	469.04	-	-
4500034294	9/23/2020	Vern Rose Inc		G140-SHOP SUPPLIES	181.36	-	-
4500034295	9/23/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	2,496.25	-	-
4500034296	9/23/2020	Gillig LLC		B160-BUS ELECTRICAL	1,218.80	-	-
4500034297	9/23/2020	NetXperts Inc.	Small Business	I110-INFORMATION TECH	97,962.09	-	-
4500034298	9/23/2020	Supreme Oil Company		B180-BUS DIESEL	5,042.70	-	-
4500034299	9/23/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	174.23	-	-
4500034300	9/23/2020	Gillig LLC		B160-BUS ELECTRICAL	6,854.33	-	-
4500034301	9/23/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	10,030.46	-	-
4500034302	9/23/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	819.52	-	-
4500034303	9/23/2020	Intellisite LLC		I110-INFORMATION TECH	75,835.43	-	-
4500034304	9/23/2020	Schmidt Fire Protection Co Inc	Small Business	C120-SPECIALTY CONTRACTOR	9,694.00	-	-
4500034305	9/23/2020	CDW LLC		I110-INFORMATION TECH	3,468.46	-	-
4500034306	9/23/2020	Headsets.com Inc		I110-INFORMATION TECH	1,960.78	-	-
4500034307	9/23/2020	Dell Marketing L.P.		I110-INFORMATION TECH	2,101.13	-	-
4500034308	9/23/2020	ESRI		I110-INFORMATION TECH	27,400.00	-	-
4500034309	9/24/2020	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	171.65	-	-
4500034310	9/24/2020	Muncie Transit Supply		B250-BUS REPAIR PARTS	1,336.10	-	-
4500034311	9/24/2020	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	487.05	-	-
4500034312	9/24/2020	Kurt Morgan		G200-OFFICE SUPPLIES	84.60	-	-
4500034313	9/24/2020	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	525.84	-	-
4500034314	9/24/2020	Tribologik Corporation		G140-SHOP SUPPLIES	424.00	-	-
4500034315	9/24/2020	R.S. Hughes Co Inc		B130-BUS BODY	190.93	-	-
4500034316	9/24/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	713.31	-	-
4500034317	9/24/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	1,702.45	-	-
4500034318	9/24/2020	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	6,410.24	-	-
4500034319	9/24/2020	Gillig LLC		B250-BUS REPAIR PARTS	89.28	-	-
4500034320	9/24/2020	Mohawk Mfg & Supply Co		B250-BUS REPAIR PARTS	186.41	-	-
4500034321	9/24/2020	TK Services Inc		B110-BUS HVAC SYSTEMS	729.96	-	-
4500034322	9/24/2020	B & S Graphics Inc		B130-BUS BODY	43.10	-	-
4500034323	9/24/2020	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	1,103.07	-	-
4500034324	9/24/2020	Veritech, Inc.	Small Business	B250-BUS REPAIR PARTS	484.88	-	-
4500034325	9/24/2020	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	267.43	-	-
4500034326	9/24/2020	W.W. Grainger Inc		B250-BUS REPAIR PARTS	27.80	-	-
4500034327	9/24/2020	Allied Refrigeration Inc		F110-SHOP/BLDG MACHINERY	73.27	-	-
4500034328	9/24/2020	NS Corporation		F110-SHOP/BLDG MACHINERY	529.38	-	-
4500034329	9/24/2020	Gillig LLC		B250-BUS REPAIR PARTS	92.41	-	-
4500034330	9/24/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	305.54	-	-
4500034331	9/24/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	88.77	-	-
4500034332	9/24/2020	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	103.65	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500034333	9/24/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	1,927.60	-	-
4500034334	9/24/2020	Airgas Inc		R160-RAIL/LRV ELECTRICAL	855.96	-	-
4500034335	9/24/2020	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	2,371.48	-	-
4500034336	9/24/2020	B&H Photo & Electronics Corp		G220-OFFICE EQUIPMENT	242.42	-	-
4500034337	9/24/2020	Cubic Transportation Systems		B190-BUS FARE EQUIP	8,081.25	-	-
4500034338	9/24/2020	Mcmaster-Carr Supply Co		B120-BUS MECHANICAL PARTS	13.86	-	-
4500034339	9/24/2020	Vehicle Training Consultants		B200-BUS PWR TRAIN EQUIP	2,230.43	-	-
4500034340	9/24/2020	San Diego Convention & Tourist		P310-ADVERTISING SERVICES	1,000.00	-	-
4500034341	9/24/2020	Graybar Electric Co Inc		M180-STATION ELECTRICAL	1,711.54	-	-
4500034342	9/24/2020	Super Welding of Southern CA	Small Business	M180-STATION ELECTRICAL	1,508.50	-	-
4500034344	9/24/2020	Cembre Inc		G130-SHOP TOOLS	828.60	-	-
4500034345	9/24/2020	Beverly Christensen	DBE	T110-TRACK, RAIL	988.54	-	-
4500034346	9/24/2020	Robcar Corporation	Woman Owned Business	G110-BUS/TROLLEY SIGNAGE	48.72	-	-
4500034347	9/25/2020	Reid and Clark Screen Arts Co		G120-SECURITY	610.30	-	-
4500034348	9/25/2020	Home Depot USA Inc		G130-SHOP TOOLS	1,099.50	-	-
4500034349	9/25/2020	Reid and Clark Screen Arts Co		G230-PRINTED MATERIALS	131.89	-	-
4500034350	9/25/2020	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	2,882.61	-	-
4500034351	9/25/2020	711 Print Enterprises Inc		G120-SECURITY	1,830.68	-	-
4500034352	9/25/2020	Steven Timme		G230-PRINTED MATERIALS	235.50	-	-
4500034353	9/25/2020	Criteria Corp		P470-NEW EE TESTING	5,000.00	-	-
4500034354	9/25/2020	Transit Holdings Inc		B140-BUS CHASSIS	1,199.28	-	-
4500034355	9/25/2020	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	848.21	-	-
4500034356	9/25/2020	Maintex Inc		G140-SHOP SUPPLIES	226.38	-	-
4500034357	9/25/2020	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	130.92	-	-
4500034358	9/25/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	7,714.77	-	-
4500034359	9/25/2020	Chromate Industrial Corporation		G150-FASTENERS	722.31	-	-
4500034360	9/25/2020	Charter Industrial Supply Inc	Small Business	B120-BUS MECHANICAL PARTS	655.64	-	-
4500034361	9/25/2020	Transit Holdings Inc		B140-BUS CHASSIS	2,239.94	-	-
4500034362	9/25/2020	Total Filtration Services Inc		R230-RAIL/LRV MECHANICAL	1,259.65	-	-
4500034363	9/25/2020	Gillig LLC		B120-BUS MECHANICAL PARTS	1,309.66	-	-
4500034364	9/25/2020	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	40.67	-	-
4500034365	9/25/2020	Mission Janitorial Supplies		G180-JANITORIAL SUPPLIES	94.18	-	-
4500034366	9/25/2020	HD Supply Construction Supply, LTD.		M180-STATION ELECTRICAL	3,055.10	-	-
4500034367	9/25/2020	SC Commercial, LLC		B180-BUS DIESEL	5,423.33	-	-
4500034368	9/25/2020	Steven Timme		G230-PRINTED MATERIALS	2,713.75	-	-
4500034369	9/26/2020	Home Depot USA Inc		G140-SHOP SUPPLIES	312.78	-	-
4500034370	9/27/2020	Transit Products and Services		B250-BUS REPAIR PARTS	538.78	-	-
4500034371	9/27/2020	Uline		G220-OFFICE EQUIPMENT	730.56	-	-
4500034372	9/27/2020	W.W. Grainger Inc		B130-BUS BODY	322.71	-	-
4500034373	9/27/2020	Vern Rose Inc		G140-SHOP SUPPLIES	58.12	-	-
4500034374	9/27/2020	Jeyco Products Inc		G130-SHOP TOOLS	16.62	-	-
4500034375	9/27/2020	Kaman Industrial Technologies		B160-BUS ELECTRICAL	285.45	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500034376	9/27/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	293.69	-	-
4500034377	9/27/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	51.40	-	-
4500034378	9/27/2020	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	220.20	-	-
4500034379	9/28/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	1,123.29	-	-
4500034380	9/28/2020	Transit Holdings Inc		B140-BUS CHASSIS	3,164.80	-	-
4500034381	9/28/2020	M Power Truck & Diesel Repair		P210-NON-REV VEH REPAIRS	2,963.78	-	-
4500034382	9/28/2020	JKL Cleaning Systems		F180-BUILDING MATERIALS	847.43	-	-
4500034383	9/28/2020	American Scissor Lift, Inc.		P130-EQUIP MAINT REPR SVC	159.39	-	-
4500034384	9/28/2020	Digicert, Inc.		I140-IT CAPITAL SOFTWARE	688.00	-	-
4500034385	9/28/2020	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	35,942.43	-	-
4500034386	9/28/2020	Abtech Systems Inc	Small Business	I110-INFORMATION TECH	59,758.00	-	-
4500034387	9/28/2020	Transit Holdings Inc		B130-BUS BODY	4,568.28	-	-
4500034388	9/28/2020	Kaman Industrial Technologies		G140-SHOP SUPPLIES	67.72	-	-
4500034389	9/28/2020	ASPEN Refrigerants Inc		G140-SHOP SUPPLIES	888.94	-	-
4500034390	9/28/2020	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	8,384.40	-	-
4500034391	9/28/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	102.04	-	-
4500034392	9/28/2020	Charter Industrial Supply Inc	Small Business	G150-FASTENERS	53.88	-	-
4500034393	9/28/2020	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	2,256.39	-	-
4500034394	9/28/2020	Gillig LLC		B130-BUS BODY	462.79	-	-
4500034395	9/28/2020	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	117.24	-	-
4500034396	9/28/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	112.96	-	-
4500034397	9/28/2020	W.W. Grainger Inc		G170-LUBRICANTS	1,230.22	-	-
4500034398	9/28/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	2,641.71	-	-
4500034399	9/28/2020	Airgas Inc		G140-SHOP SUPPLIES	523.08	-	-
4500034400	9/28/2020	Fastenal Company		G140-SHOP SUPPLIES	2,189.01	-	-
4500034401	9/28/2020	Freeby Signs		B250-BUS REPAIR PARTS	99.56	-	-
4500034402	9/28/2020	W.W. Grainger Inc		B240-BUS/VEHICLE PROCRMNT	1,509.64	-	-
4500034403	9/28/2020	W.W. Grainger Inc		B250-BUS REPAIR PARTS	211.19	-	-
4500034404	9/28/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	4,972.99	-	-
4500034405	9/28/2020	Kurt Morgan		G200-OFFICE SUPPLIES	824.85	-	-
4500034406	9/28/2020	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	1,358.84	-	-
4500034407	9/28/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	41.70	-	-
4500034408	9/28/2020	Gillig LLC		B160-BUS ELECTRICAL	201.12	-	-
4500034409	9/28/2020	OneSource Distributors, LLC		G130-SHOP TOOLS	376.05	-	-
4500034410	9/28/2020	Alstom Signaling Inc		M140-WAYSIDE SIGNALS	1,105.52	-	-
4500034411	9/28/2020	Transit Holdings Inc		B130-BUS BODY	92.59	-	-
4500034412	9/28/2020	Graybar Electric Co Inc		M180-STATION ELECTRICAL	1,021.13	-	-
4500034413	9/28/2020	Charter Industrial Supply Inc	Small Business	R220-RAIL/LRV TRUCKS	551.78	-	-
4500034414	9/28/2020	MS Electrical Distribution Inc		M180-STATION ELECTRICAL	581.31	-	-
4500034415	9/28/2020	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	446.73	-	-
4500034417	9/29/2020	Annex Automotive and		F120-BUS/LRV PAINT BOOTHS	3,883.41	-	-
4500034418	9/29/2020	Mohawk Mfg & Supply Co		B130-BUS BODY	156.97	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500034419	9/29/2020	Muncie Transit Supply		B130-BUS BODY	2.13	-	-
4500034420	9/29/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	4,692.91	-	-
4500034421	9/29/2020	Magnetic Ticket & Label Corp		G280-FARE MATERIALS	3,648.84	-	-
4500034422	9/29/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	134.31	-	-
4500034423	9/29/2020	Matthias Moos		M120-OVRHEAD CATENARY SYS	2,646.35	-	-
4500034424	9/29/2020	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	162.87	-	-
4500034425	9/29/2020	Jeyco Products Inc		G200-OFFICE SUPPLIES	7.76	-	-
4500034426	9/29/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	721.70	-	-
4500034428	9/29/2020	G & A Auto Air Conditioning		P210-NON-REV VEH REPAIRS	1,078.87	-	-
4500034429	9/29/2020	Gillig LLC		B130-BUS BODY	1,798.19	-	-
4500034430	9/29/2020	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	1,358.84	-	-
4500034431	9/29/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	1,041.96	-	-
4500034432	9/29/2020	Genuine Parts Co		B250-BUS REPAIR PARTS	41.99	-	-
4500034433	9/29/2020	Barry Sandler Enterprises		G180-JANITORIAL SUPPLIES	672.05	-	-
4500034434	9/29/2020	Westair Gases & Equipment Inc	Small Business	B200-BUS PWR TRAIN EQUIP	207.80	-	-
4500034435	9/29/2020	P & R Paper Supply Company Inc		G180-JANITORIAL SUPPLIES	308.03	-	-
4500034436	9/29/2020	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	15,291.89	-	-
4500034437	9/29/2020	Fastenal Company		G150-FASTENERS	117.60	-	-
4500034438	9/29/2020	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	54,241.35	-	-
4500034439	9/29/2020	Prudential Overall Supply		G180-JANITORIAL SUPPLIES	6,863.68	-	-
4500034440	9/29/2020	Southland Printing Company, Inc		G280-FARE MATERIALS	7,488.63	-	-
4500034441	9/29/2020	Reid and Clark Screen Arts Co		G230-PRINTED MATERIALS	318.14	-	-
4500034442	9/29/2020	David Glen Bond		G120-SECURITY	210.00	-	-
4500034443	9/30/2020	Siemens Mobility, Inc.		R170-RAIL/LRV HVAC	364.20	-	-
4500034444	9/30/2020	Muncie Transit Supply		B200-BUS PWR TRAIN EQUIP	117.99	-	-
4500034445	9/30/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	3,286.16	-	-
4500034446	9/30/2020	Zen Industrial Services LLC	DBE	B160-BUS ELECTRICAL	41.70	-	-
4500034447	9/30/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	10.20	-	-
4500034448	9/30/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	199.12	-	-
4500034449	9/30/2020	Jeyco Products Inc		G150-FASTENERS	51.48	-	-
4500034450	9/30/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	4,917.04	-	-
4500034451	9/30/2020	Mark Carass		C110-GENERAL CONTRACTORS	312.00	-	-
4500034452	9/30/2020	Barry Sandler Enterprises		G180-JANITORIAL SUPPLIES	270.68	-	-
4500034453	9/30/2020	Gillig LLC		B200-BUS PWR TRAIN EQUIP	62.29	-	-
4500034454	9/30/2020	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	359.67	-	-
4500034455	9/30/2020	South Bay Fence Inc	Small Business	C120-SPECIALTY CONTRACTOR	425.00	-	-
4500034456	9/30/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	258.23	-	-
4500034457	9/30/2020	ASPEN Refrigerants Inc		G140-SHOP SUPPLIES	1,777.88	-	-
4500034458	9/30/2020	Sherwin Williams Company		F120-BUS/LRV PAINT BOOTHS	90.42	-	-
4500034459	9/30/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	845.84	-	-
4500034460	9/30/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	3,429.99	-	-
4500034461	9/30/2020	Transit Products and Services		B130-BUS BODY	9,697.50	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500034462	9/30/2020	Annex Automotive and		G140-SHOP SUPPLIES	31,097.30	-	-
4500034463	9/30/2020	Team One Repair Inc		G140-SHOP SUPPLIES	10,581.97	-	-
4500034464	9/30/2020	Schunk Carbon Technology LLC		G170-LUBRICANTS	591.77	-	-
4500034465	9/30/2020	Airgas Inc		G140-SHOP SUPPLIES	1,448.62	-	-
4500034466	9/30/2020	Fastenal Company		M200-YARD FACILITIES	1,498.96	-	-
4500034467	9/30/2020	Professional Contractors Supplies		G170-LUBRICANTS	88.38	-	-
4500034468	9/30/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	30.01	-	-
4500034469	9/30/2020	Willy's Electronic Supply Co	Small Business	G270-ELECTRICAL/LIGHTING	82.10	-	-
4500034470	9/30/2020	Alstom Signaling Inc		M140-WAYSIDE SIGNALS	1,105.52	-	-
4500034471	9/30/2020	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	1,814.52	-	-
4500034472	9/30/2020	Cubic Transportation Systems		G290-FARE REVENUE EQUIP	2,689.10	-	-
4500034473	9/30/2020	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	53.53	-	-
4500034474	9/30/2020	Total Filtration Services Inc		R230-RAIL/LRV MECHANICAL	1,356.10	-	-
4500034475	9/30/2020	Graybar Electric Co Inc		P130-EQUIP MAINT REPR SVC	2,667.15	-	-
4500034476	9/30/2020	Cembre Inc		P130-EQUIP MAINT REPR SVC	887.15	-	-
4500034477	10/1/2020	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	804.00	-	-
4500034478	10/1/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	7.02	-	-
4500034479	10/1/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	4,080.82	-	-
4500034480	10/1/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	5,762.14	-	-
4500034481	10/1/2020	Siemens Mobility, Inc.		R170-RAIL/LRV HVAC	364.20	-	-
4500034482	10/1/2020	Kyle Ransom		C120-SPECIALTY CONTRACTOR	150.00	-	-
4500034483	10/1/2020	Transit Holdings Inc		B140-BUS CHASSIS	1,017.69	-	-
4500034484	10/1/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	59.22	-	-
4500034485	10/1/2020	Western Lift Inc		F180-BUILDING MATERIALS	29.90	-	-
4500034486	10/1/2020	Mohawk Mfg & Supply Co		B110-BUS HVAC SYSTEMS	479.99	-	-
4500034487	10/1/2020	Jeyco Products Inc		B140-BUS CHASSIS	19.29	-	-
4500034488	10/1/2020	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	104.68	-	-
4500034489	10/1/2020	Zep Vehicle Care Inc		G180-JANITORIAL SUPPLIES	185.26	-	-
4500034490	10/1/2020	R.B. Hornberger Co Inc		G140-SHOP SUPPLIES	121.22	-	-
4500034491	10/1/2020	Neopart Transit LLC		B160-BUS ELECTRICAL	879.33	-	-
4500034492	10/1/2020	Freeby Signs		B250-BUS REPAIR PARTS	234.47	-	-
4500034493	10/1/2020	Kurt Morgan		G200-OFFICE SUPPLIES	111.04	-	-
4500034494	10/1/2020	Charter Industrial Supply Inc	Small Business	G150-FASTENERS	53.88	-	-
4500034495	10/1/2020	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	157.10	-	-
4500034496	10/1/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	3,213.49	-	-
4500034497	10/1/2020	United Refrigeration Inc		G170-LUBRICANTS	103.33	-	-
4500034498	10/1/2020	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	70.96	-	-
4500034499	10/1/2020	SC Commercial, LLC		B180-BUS DIESEL	5,423.33	-	-
4500034500	10/1/2020	Brault Inc	Small Business	C120-SPECIALTY CONTRACTOR	937.00	-	-
4500034501	10/1/2020	Laird Plastics, Inc		M180-STATION ELECTRICAL	2,026.78	-	-
4500034502	10/1/2020	Culligan of San Diego		G140-SHOP SUPPLIES	2,040.00	-	-
4500034503	10/1/2020	Fastenal Company		R220-RAIL/LRV TRUCKS	172.84	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500034504	10/1/2020	Allied Electronics Inc		R140-RAIL/LRV DOORS/RAMP	785.89	-	-
4500034505	10/1/2020	Cubic Transportation Systems		G290-FARE REVENUE EQUIP	2,775.81	-	-
4500034506	10/1/2020	Knorr Brake Holding Corporation		R220-RAIL/LRV TRUCKS	17,871.26	-	-
4500034507	10/1/2020	JKL Cleaning Systems		F180-BUILDING MATERIALS	239.13	-	-
4500034508	10/1/2020	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	1,527.89	-	-
4500034509	10/1/2020	AFL Telecommunications, Inc.		M120-OVRHEAD CATENARY SYS	969.75	-	-
4500034510	10/1/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	5,508.72	-	-
4500034511	10/1/2020	Home Depot USA Inc		G140-SHOP SUPPLIES	250.94	-	-
4500034512	10/1/2020	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	3,509.43	-	-
4500034513	10/2/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	24,008.92	-	-
4500034514	10/2/2020	Support Warehouse Ltd		I110-INFORMATION TECH	1,948.00	-	-
4500034515	10/2/2020	Muncie Transit Supply		B130-BUS BODY	2.13	-	-
4500034516	10/2/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	2,521.17	-	-
4500034517	10/2/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	1,768.93	-	-
4500034518	10/2/2020	Presidio Networked Solutions Group		I120-INFO TECH, SVCS	5,197.50	-	-
4500034519	10/2/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	198.04	-	-
4500034520	10/2/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	69.38	-	-
4500034521	10/2/2020	Gillig LLC		B130-BUS BODY	5,854.87	-	-
4500034522	10/2/2020	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	3,234.91	-	-
4500034523	10/2/2020	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	114.05	-	-
4500034524	10/2/2020	Jeyco Products Inc		G200-OFFICE SUPPLIES	42.08	-	-
4500034525	10/2/2020	Mission Janitorial Supplies		G180-JANITORIAL SUPPLIES	55.72	-	-
4500034526	10/2/2020	Muncie Transit Supply		B130-BUS BODY	50.23	-	-
4500034527	10/2/2020	Freeby Signs		B130-BUS BODY	176.64	-	-
4500034528	10/2/2020	Kaman Industrial Technologies		G140-SHOP SUPPLIES	86.69	-	-
4500034529	10/2/2020	Allied Refrigeration Inc		P540-MAINTENANCE TRAINING	177.79	-	-
4500034530	10/2/2020	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	1,043.61	-	-
4500034531	10/2/2020	Aztec Fire & Safety	Small Business	G140-SHOP SUPPLIES	1,696.11	-	-
4500034532	10/2/2020	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	1,358.84	-	-
4500034533	10/2/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	28.77	-	-
4500034534	10/2/2020	Tribologik Corporation		G140-SHOP SUPPLIES	456.87	-	-
4500034535	10/2/2020	Solar Traffic Systems Inc		G190-SAFETY/MED SUPPLIES	6,122.37	-	-
4500034536	10/2/2020	Delphin Computer Supply	Small Business	G200-OFFICE SUPPLIES	426.23	-	-
4500034537	10/2/2020	Golden State Supply LLC		G140-SHOP SUPPLIES	109.78	-	-
4500034538	10/2/2020	JKL Cleaning Systems		F180-BUILDING MATERIALS	885.48	-	-
4500034539	10/2/2020	Knorr Brake Holding Corporation		R220-RAIL/LRV TRUCKS	301.41	-	-
4500034540	10/2/2020	Progressive Tints LLC		R120-RAIL/LRV CAR BODY	1,708.92	-	-
4500034541	10/2/2020	Western-Cullen-Hayes Inc		M130-CROSSING MECHANISM	626.03	-	-
4500034542	10/2/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	1,506.99	-	-
4500034543	10/2/2020	Kaman Industrial Technologies		R160-RAIL/LRV ELECTRICAL	31.18	-	-
4500034544	10/4/2020	Home Depot USA Inc		G140-SHOP SUPPLIES	27.69	-	-
4500034545	10/4/2020	Robcar Corporation	Woman Owned Business	G160-PAINTS & CHEMICALS	173.20	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500034546	10/5/2020	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	10.54	-	-
4500034547	10/5/2020	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	12.80	-	-
4500034548	10/5/2020	Transit Holdings Inc		B130-BUS BODY	16,794.84	-	-
4500034549	10/5/2020	Transit Holdings Inc		B140-BUS CHASSIS	10,159.61	-	-
4500034550	10/5/2020	Gillig LLC		B120-BUS MECHANICAL PARTS	81.38	-	-
4500034551	10/5/2020	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	77.27	-	-
4500034552	10/5/2020	Kaman Industrial Technologies		G140-SHOP SUPPLIES	604.19	-	-
4500034553	10/5/2020	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	2,546.89	-	-
4500034554	10/5/2020	CASEI		F180-BUILDING MATERIALS	2,651.74	-	-
4500034555	10/5/2020	Cummins Pacific LLC		B120-BUS MECHANICAL PARTS	1,763.72	-	-
4500034556	10/5/2020	Battery Systems Inc		B160-BUS ELECTRICAL	1,137.38	-	-
4500034557	10/5/2020	TK Services Inc		B250-BUS REPAIR PARTS	241.21	-	-
4500034558	10/5/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	22.74	-	-
4500034559	10/5/2020	Waxie's Enterprises Inc.		G140-SHOP SUPPLIES	131.56	-	-
4500034560	10/5/2020	Sherwin Williams Company		F120-BUS/LRV PAINT BOOTHS	773.26	-	-
4500034561	10/5/2020	TK Services Inc		B250-BUS REPAIR PARTS	533.23	-	-
4500034562	10/5/2020	Staples Contract & Commercial Inc		G200-OFFICE SUPPLIES	1,455.67	-	-
4500034563	10/5/2020	Zep Vehicle Care Inc		G180-JANITORIAL SUPPLIES	185.26	-	-
4500034564	10/5/2020	Supreme Oil Company		A120-AUTO/TRUCK GASOLINE	9,876.36	-	-
4500034565	10/5/2020	Sunbelt Rentals, Inc		P160-EQUIPMENT RENTALS	453.94	-	-
4500034566	10/5/2020	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	2,256.39	-	-
4500034567	10/5/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	224.59	-	-
4500034568	10/5/2020	San Diego Compressed Air Power LLC		F180-BUILDING MATERIALS	153.72	-	-
4500034569	10/5/2020	Delphin Computer Supply	Small Business	G200-OFFICE SUPPLIES	327.56	-	-
4500034570	10/5/2020	Tribologik Corporation		G140-SHOP SUPPLIES	511.82	-	-
4500034571	10/5/2020	Gillig LLC		B130-BUS BODY	31.68	-	-
4500034572	10/5/2020	W.W. Grainger Inc		P280-GENERAL SVC AGRMNTS	16.70	-	-
4500034573	10/5/2020	California Air Compressor Company		F180-BUILDING MATERIALS	442.49	-	-
4500034574	10/5/2020	CASEI		F180-BUILDING MATERIALS	760.72	-	-
4500034575	10/5/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	3,224.09	-	-
4500034576	10/5/2020	HD Supply Construction Supply, LTD.		G130-SHOP TOOLS	636.18	-	-
4500034577	10/5/2020	Vallen Distribution Inc.		G120-SECURITY	899.93	-	-
4500034578	10/5/2020	Knorr Brake Holding Corporation		R220-RAIL/LRV TRUCKS	9,483.26	-	-
4500034579	10/5/2020	El Dorado Coatings Inc	Small Business	R140-RAIL/LRV DOORS/RAMP	271.53	-	-
4500034580	10/5/2020	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	78.55	-	-
4500034581	10/5/2020	Studio C Creative Sound Recorders		I120-INFO TECH, SVCS	85.00	-	-
4500034582	10/5/2020	Verdugo Testing Co Inc	Minority Owned Business	F110-SHOP/BLDG MACHINERY	3,800.00	-	-
4500034583	10/5/2020	W.W. Grainger Inc		G140-SHOP SUPPLIES	192.20	-	-
4500034584	10/5/2020	Home Depot USA Inc		F180-BUILDING MATERIALS	279.31	-	-
4500034585	10/5/2020	Waxie's Enterprises Inc.		G180-JANITORIAL SUPPLIES	748.00	-	-
4500034586	10/5/2020	Maintex Inc		G170-LUBRICANTS	786.04	-	-
4500034587	10/6/2020	Muncie Transit Supply		B160-BUS ELECTRICAL	159.68	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500034588	10/6/2020	Transit Holdings Inc		B140-BUS CHASSIS	417.77	-	-
4500034589	10/6/2020	Transit Holdings Inc		B160-BUS ELECTRICAL	622.28	-	-
4500034590	10/6/2020	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	405.16	-	-
4500034591	10/6/2020	Cummins Pacific LLC		B250-BUS REPAIR PARTS	838.70	-	-
4500034592	10/6/2020	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	801.89	-	-
4500034593	10/6/2020	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	128.26	-	-
4500034594	10/6/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	873.93	-	-
4500034595	10/6/2020	Sherwin Williams Company		F120-BUS/LRV PAINT BOOTHS	625.34	-	-
4500034596	10/6/2020	R.S. Hughes Co Inc		B130-BUS BODY	73.78	-	-
4500034597	10/6/2020	Kurt Morgan		G200-OFFICE SUPPLIES	52.88	-	-
4500034598	10/6/2020	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	25.13	-	-
4500034599	10/6/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	1,300.90	-	-
4500034600	10/6/2020	Jeyco Products Inc		G150-FASTENERS	10.93	-	-
4500034601	10/6/2020	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	3,619.74	-	-
4500034602	10/6/2020	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	1,244.28	-	-
4500034603	10/6/2020	Wayne Harmeier Inc		B160-BUS ELECTRICAL	571.08	-	-
4500034604	10/6/2020	Kaman Industrial Technologies		G170-LUBRICANTS	23.72	-	-
4500034605	10/6/2020	TK Services Inc		B110-BUS HVAC SYSTEMS	65.80	-	-
4500034606	10/6/2020	NS Corporation		F110-SHOP/BLDG MACHINERY	11,460.19	-	-
4500034607	10/6/2020	California Sheet Metal Works	Small Business	R160-RAIL/LRV ELECTRICAL	25,278.15	-	-
4500034608	10/6/2020	San Diego Seal Inc	Small Business	R220-RAIL/LRV TRUCKS	488.57	-	-
4500034609	10/6/2020	Westair Gases & Equipment Inc	Small Business	G190-SAFETY/MED SUPPLIES	3,064.41	-	-
4500034610	10/6/2020	Fastenal Company		G140-SHOP SUPPLIES	176.99	-	-
4500034611	10/6/2020	Applied Industrial Technologies-CA		G140-SHOP SUPPLIES	424.62	-	-
4500034612	10/6/2020	Aimee Partners Inc		P260-TESTING & ANALYSIS	2,235.00	-	-
4500034613	10/6/2020	HI-TEC Enterprises	Small Business	R140-RAIL/LRV DOORS/RAMP	84,691.50	-	-
4500034614	10/6/2020	Chromate Industrial Corporation		G140-SHOP SUPPLIES	234.04	-	-
4500034615	10/7/2020	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	1,480.74	-	-
4500034616	10/7/2020	Transit Holdings Inc		B250-BUS REPAIR PARTS	253.61	-	-
4500034617	10/7/2020	Muncie Transit Supply		B250-BUS REPAIR PARTS	1,633.06	-	-
4500034618	10/7/2020	Muncie Transit Supply		B250-BUS REPAIR PARTS	15.84	-	-
4500034619	10/7/2020	Transit Holdings Inc		B140-BUS CHASSIS	2,012.49	-	-
4500034620	10/7/2020	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	4,544.26	-	-
4500034621	10/7/2020	Jeyco Products Inc		G130-SHOP TOOLS	20.32	-	-
4500034622	10/7/2020	Industrial Maintenance Supply LLC	DBE	G150-FASTENERS	38.35	-	-
4500034623	10/7/2020	Cummins Pacific LLC		B200-BUS PWR TRAIN EQUIP	2,651.08	-	-
4500034624	10/7/2020	Gillig LLC		B130-BUS BODY	317.38	-	-
4500034625	10/7/2020	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	644.82	-	-
4500034626	10/7/2020	California Commercial Asphalt, LLC		T160-TRACK, AGGREGATES	2,742.28	-	-
4500034627	10/7/2020	Fastenal Company		G160-PAINTS & CHEMICALS	335.13	-	-
4500034628	10/7/2020	Team One Repair Inc		G290-FARE REVENUE EQUIP	1,192.40	-	-
4500034629	10/7/2020	Home Depot USA Inc		B250-BUS REPAIR PARTS	29.07	-	-

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500034630	10/7/2020	W.W. Grainger Inc		B250-BUS REPAIR PARTS	185.33	-	-
4500034631	10/7/2020	Harbor Diesel & Equipment		B120-BUS MECHANICAL PARTS	198.62	-	-
4500034632	10/7/2020	Evergreen Distributors Inc		F190-LANDSCAPING MAT'LS	419.96	-	-
4500034633	10/7/2020	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	446.73	-	-
4500034634	10/7/2020	MS Electrical Distribution Inc		M180-STATION ELECTRICAL	581.31	-	-
4500034635	10/7/2020	Kaman Industrial Technologies		B250-BUS REPAIR PARTS	46.51	-	-
4500034636	10/7/2020	Charter Industrial Supply Inc	Small Business	R220-RAIL/LRV TRUCKS	177.62	-	-
4500034637	10/7/2020	Mission Janitorial Supplies		G180-JANITORIAL SUPPLIES	118.95	-	-
4500034638	10/7/2020	Jankovich Company		G170-LUBRICANTS	2,170.79	-	-

Public Comment - Agenda Item No. 63

Dalia Gonzalez

From: Tony Yun <tony@lotusandluna.com>
Sent: Tuesday, October 13, 2020 7:11 PM
To: Dalia Gonzalez
Cc: Janelle Sisting
Subject: Board Meeting: Public Comment
Attachments: image002.jpg; image003.jpg

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Dalia,

I am reaching out to you in regards to the Board Meeting this Thursday. Janelle Sisiting would like to make a Public Comment.

I spoke to Julia over the phone and she was super helpful. We went ahead and registered for the meeting. She also mentioned that if we have any visual materials that we can send them to you.

According to Julia, our comment would be considered a General Public Comment. Here is our comment below!

We are reaching out to the MTS Board in regards to reopening Pacific Beach. Throughout the pandemic, we've seen businesses who are our neighbors closing their doors and not planning to open up shop again. The boxing gym, the ice cream shop, the dance studio- all closed permanently. These were the spots that created a community here.

This has taken a toll on the PB community and the lives of the people who live here. Since the shutdowns began, our businesses experienced a fire and a break-in at the closed business next door, human feces, and homeless people sleeping in the parking lot because the entire block is closed. How can we live and work like this?

We look at other communities as role models, such as Little Italy. Businesses in Little Italy are thriving, and they are still able to adhere to social distancing and face mask guidelines. They essentially created an outdoor public market by shutting down the street on the weekends.

Why can't Pacific Beach implement this? Recently, buses were rerouted in Downtown to create an open-air walking street for businesses. There is now a precedent to move MTS bus routes to create a walking street, and we ask you to apply this precedent to Pacific Beach.

We urge you to open the streets up, provide the permitting necessary for businesses to move outside, and to create an environment for the public to feel safe walking around. I ask you to immediately close down Garnet to create a walking street like Little Italy before there is nothing left to save.

When you close businesses for so long, it makes the area more susceptible to bad stuff! Attached are photos of empty businesses all along with Pacific Beach as well of some destruction while businesses are closed.

Will you stand with us and support local businesses?

Thank you,
Janelle Sisting

Public Comment - Agenda Item No. 63

AT&T

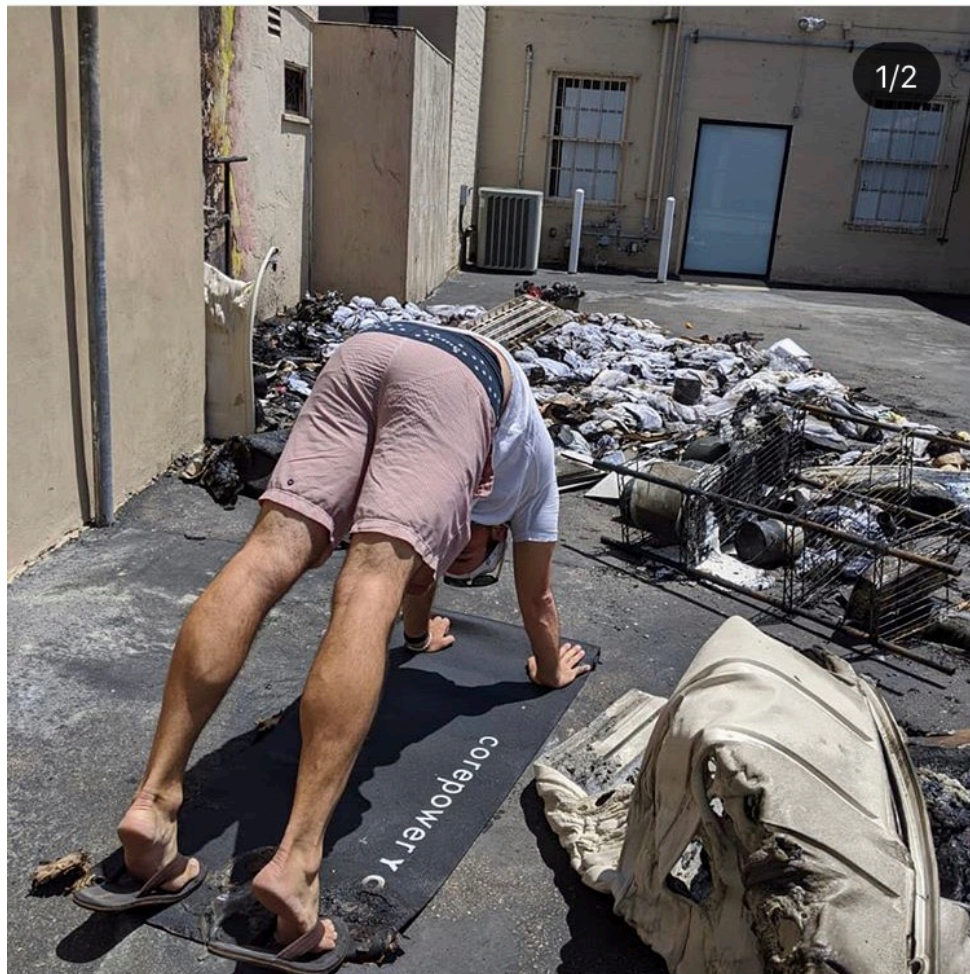
10:23 AM



CLASTAGRAM
Posts



clastagram



Liked by nicole.c.baldwin and 11 others

clastagram So there was a fire at CorePower #yoga
next to @shoplotusandluna last night...
[#downworld...](#)



Public Comment - Agenda Item No. 63

AT&T

10:23 AM



CLASTAGRAM
Posts



clastagram



Liked by **nicole.c.baldwin** and 11 others

clastagram So there was a fire at CorePower #yoga
next to @shoplotusandluna last night...
[#downwarddog](#)



Public Comment - Agenda Item No. 63



IMG_0622.jpeg



IMG_0623.jpeg



IMG_0624.jpeg



IMG_0625.jpeg



IMG_0626.jpeg



IMG_0628.jpeg



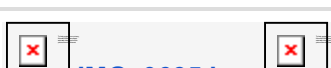
IMG_0630.jpeg



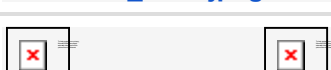
IMG_0631.jpeg



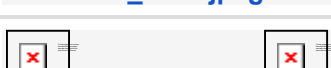
IMG_0633.jpeg



IMG_0635.jpeg



IMG_0636.jpeg



IMG_0637.jpeg



IMG_0639.jpeg

--

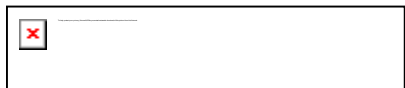
Best,

Tony Yun

Lotus and Luna | Office and Shipping Manager

619-321-8559

tony@lotusandluna.com



IN - MEETING PUBLIC COMMENT

Janelle Sisting with Pacific Beach business owner, provided a live public comment for agenda item #63. Sisting's statement will be reflected in the minutes.