



Board of Directors Agenda

January 15, 2026

Click link to access the meeting:

<https://www.zoomgov.com/j/1602805839>

Zoom Meeting ID

Ways to Join



Computer: Click the link above. You will be prompted to run the Zoom browser or Zoom application. Once signed on to the meeting, you will have the option to join using your computer audio system or phone.

Webinar Features:

 Raise Hand	▶	Use the raise hand feature every time you wish to make a public comment.
	▶	Participants can enable closed captioning by clicking the CC icon. You may also view the full transcript and change the font size by clicking 'subtitle settings'. These features are not available via phone.
	▶	This symbol shows you are muted , click this icon to unmute your microphone.
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	▶	The chat feature should be used by panelists and attendees solely for "housekeeping" matters as comments made through this feature will not be retained as part of the meeting record. See the Live Verbal Public Comment for instructions on how to make a public comment.



Smartphone or Tablet: Download the Zoom app and join the meeting by clicking the link or using the webinar ID (found in the link).



Phone:

1. If you are joining the meeting audio by phone and viewing the meeting on a device, dial the number provided in the 'join audio' phone call tab of the initial pop-up, and enter the Meeting ID (found in the link).
2. If you are joining by phone only, dial: **+1-669-900-9128** or **+1-253-215-8782** and type the meeting ID found in the link, press #. You will have access to the meeting audio, **but will NOT be able to view the PowerPoint presentations.**



Live Verbal Public Comments: Use the 'Raise Hand' icon every time you wish to make a public comment on an item. Raise your hand once the agenda item you wish to comment on has been called. In person public comments will be taken first, virtual attendees will be taken in the order in which they raise their hand. Requests to speak will not be taken after the public comment period ends, unless under the Chair's discretion. General Public Comment, at the beginning of the Board of Directors meeting only, will be limited to five speakers. Additional speakers with general public comments will be heard at the end of the meeting. Two-minutes of time is allotted per speaker, unless otherwise directed by the Chair.

Public Comments Made Via Zoom

1. Click the link found at the top of this instruction page
2. Click the raise hand icon located in the bottom center of the platform
3. The Clerk will announce your name when it is your turn to speak
4. Unmute yourself to speak

Public Comments Made by Phone Only

1. Dial **+1-669-900-9128**
2. Type in the zoom meeting ID found in the link and press #
3. Dial *9 to raise your hand via phone
4. The Clerk will call out the last 4 digits of your phone number to announce you are next to speak
5. Dial *6 to unmute yourself



Written Public Comments (before the meeting): Written public comments will be recorded in the public record and will be provided to MTS Board Members in advance of the meeting. Comments must be emailed or mailed to the Clerk of the Board* by 4:00pm the day prior to the meeting.



Translation Services: Requests for translation services can be made by contacting the Clerk of the Board* at least four working days in advance of the meeting.



In-Person Participation: In-person public comments will be heard first. Following in-person public comments, virtual attendees will be heard in the order in which they raise their hand via the Zoom platform. Speaking time will be limited to two minutes per person, unless specified by the Chairperson. Requests to speak will not be taken after the public comment period ends, unless under the Chair's discretion.

Instructions for providing in-person public comments:

1. Fill out a speaker slip located at the entrance of the Board Room;
2. Submit speaker slip to MTS staff seated at the entrance of the Board Room;
3. When your name is announced, please approach the podium located on the right side of the dais to make your public comments.

Members of the public are permitted to make general public comment at the beginning of the agenda or specific comments referencing items on the agenda during the public comment period. General Public Comment, at the beginning of the Board of Directors meeting only, will be limited to five speakers. Additional speakers with general public comments will be heard at the end of the meeting.



Assistive Listening Devices (ALDs): ALDs are available from the Clerk of the Board* prior to the meeting and are to be returned at the end of the meeting.



Reasonable Accommodations: As required by the Americans with Disabilities Act (ADA), requests for agenda information in an alternative format or to request reasonable accommodations to facilitate meeting participation, please contact the Clerk of the Board* at least two working days prior to the meeting.



***Contact Information:** Contact the Clerk of the Board via email at ClerkoftheBoard@sdmts.com, phone at (619) 398-9561 or by mail at 1255 Imperial Ave. Suite 1000, San Diego CA 92101.



Agenda de la Junta de Directores

January 15, 2026

Haga clic en el enlace para acceder a la reunión:

<https://www.zoomgov.com/j/1602805839>

Formas de Participar



Computadora: Haga clic en el enlace más arriba. Recibirá instrucciones para operar el navegador de Zoom o la aplicación de Zoom. Una vez que haya iniciado sesión en la reunión, tendrá la opción de participar usando el sistema de audio de su computadora o teléfono.

ID de la reunión
en Zoom

Funciones del Seminario En Línea:

 Levantar la mano	►	Use la herramienta de levantar la mano cada vez que desee hacer un comentario público.
	►	Los participantes pueden habilitar el subtitulado haciendo clic en el ícono CC. También puede ver la transcripción completa y cambiar el tamaño de letra haciendo clic en “configuración de subtítulos”. Estas herramientas no están disponibles por teléfono.
	►	Este símbolo indica que usted se encuentra en silencio , haga clic en este ícono para quitar el silenciador de su micrófono.
	►	Este símbolo indica que su micrófono se encuentra encendido . Haga clic en este símbolo para silenciar su micrófono.
	►	La herramienta de chat deben usarla los panelistas y asistentes únicamente para asuntos “pertinentes a la reunión”, ya que comentarios realizados a través de esta herramienta no se conservarán como parte del registro de la reunión. Consulte el Comentario público verbal en vivo para obtener instrucciones sobre cómo hacer un comentario público.



Teléfono Inteligente o Tableta: Descargue la aplicación de Zoom y participe en la reunión haciendo clic en el enlace o usando el ID del seminario web (que se encuentra en el enlace).



Teléfono:

1. Si está participando en la reunión mediante audio de su teléfono y viendo la reunión en un dispositivo, marque el número indicado en la pestaña de llamada telefónica “unirse por audio” en la ventana emergente inicial e ingrese el ID de la reunión (que se encuentra en el enlace).
2. Si está participando solo por teléfono, marque: **+1-669-900-9128** o **+1-253-215-8782** e ingrese el ID de la reunión que se encuentra en el enlace, pulse #. Tendrá acceso al audio de la reunión, **pero NO podrá ver las presentaciones en PowerPoint.**



Comentarios Públicos Verbales en Vivo: Use la herramienta “levantar la mano” cada vez que desee hacer un comentario público sobre alguno de los artículos. Levante la mano una vez que el artículo de la agenda sobre el que desea comentar haya sido convocado. Los comentarios públicos en persona se escucharán primero, se escuchará a los asistentes virtuales en el orden en el que levanten la mano. No se aceptarán solicitudes para hablar después de que termine el periodo para hacer comentarios públicos, a menos de que el presidente determine de otra forma a su discreción. Comentarios públicos generales, únicamente al inicio de la reunión de la Junta de Directores, se limitarán a cinco personas que deseen hablar. Las personas adicionales que deseen aportar comentarios públicos generales podrán hacerlo al final de la reunión. Se otorga dos minutos de tiempo por persona que desee hablar, a menos de que el presidente instruya de otra forma. *(Consulte la página 2 para obtener instrucciones sobre cómo hacer un comentario público.)*

Comentarios Públicos a Través de Zoom

1. Haga clic en el enlace que se encuentra en la parte superior de esta página de instrucciones
2. Haga clic en el ícono de levantar la mano en el centro inferior de la plataforma
3. El secretario anunciará su nombre cuando sea su turno de hablar
4. Desactive el silenciador para que pueda hablar

Comentarios Públicos Realizados Únicamente por Teléfono

1. Marque el **+1-669-900-9128**
2. Ingrese el ID de la reunión en Zoom que se encuentra en el enlace y pulse #
3. Marque *9 para levantar la mano por teléfono
4. El secretario indicará los últimos 4 dígitos de su número de teléfono para anunciar que usted será el siguiente en hablar
5. Marque *6 para desactivar el silenciador



Comentarios Públicos por Escrito (Antes de la Reunión): Los comentarios públicos por escrito se registrarán en el registro público y se entregarán a los miembros de la Junta de MTS antes de la reunión. Los comentarios deben enviarse por correo electrónico o postal al secretario de la Junta* antes de las 4:00 p.m. el día anterior a la reunión.



Servicios de Traducción: Pueden solicitarse servicios de traducción comunicándose con el secretario de la Junta* por lo menos cuatro días hábiles antes de la reunión.



Participación en Persona: Los comentarios públicos en persona se escucharán primero. Después de los comentarios públicos en persona, se escuchará a los asistentes virtuales en el orden en el que levanten la mano a través de la plataforma de Zoom. El tiempo para hablar se limitará a dos minutos por persona, a menos de que el presidente especifique de otra forma. No se recibirán solicitudes para hablar después de que termine el periodo para hacer comentarios públicos, a menos de que el presidente determine de otra forma a su discreción.

Instrucciones para brindar comentarios públicos en persona:

1. Llene la boleta para personas que desean hablar que se encuentran en la entrada de la Sala de la Junta.
2. Entregue la boleta para personas que desean hablar al personal de MTS que se encuentra sentado en la entrada de la Sala de la Junta.
3. Cuando anuncien su nombre, por favor, acérquese al podio ubicado en el lado derecho de la tarima para hacer sus comentarios públicos.

Los miembros del público pueden hacer comentarios públicos generales al inicio de la agenda o comentarios específicos que hagan referencia a los puntos de la agenda durante el periodo de comentarios públicos. Los comentarios públicos generales únicamente al inicio de la reunión de la Junta de Directores, se limitarán a cinco personas que deseen hablar. Las personas adicionales que deseen aportar comentarios públicos generales podrán hacerlo al final de la reunión.



Dispositivos de Asistencia Auditiva (ALD, por sus siglas en inglés): Los ALD están disponibles con el secretario de la Junta* antes de la reunión y estos deberán ser devueltos al final de la reunión.



Facilidades Razonables: Según lo requerido por la Ley de Estadounidenses con Discapacidades (ADA, por sus siglas en inglés), para presentar solicitudes de información de la agenda en un formato alternativo o solicitar facilidades razonables para facilitar su participación en la reunión, por favor, comuníquese con el secretario de la Junta* por lo menos dos días hábiles antes de la reunión.



***Información de Contacto:** Comuníquese con el secretario de la Junta por correo electrónico en ClerkoftheBoard@sdmts.com, por teléfono al **(619) 398-9561** o por correo postal en **1255 Imperial Ave. Suite 1000, San Diego CA 92101.**



Board of Directors Agenda

January 15, 2026 at 9:00 a.m.

In-Person Participation: James R. Mills Building, 1255 Imperial Avenue, 10th Floor Board Room, San Diego CA 92101

Teleconference Participation: (669) 254-5252; Webinar ID: 160 280 5839, <https://www.zoomgov.com/j/1602805839>

NO.	ITEM SUBJECT AND DESCRIPTION	ACTION
1.	Roll Call	
2.	Public Comments This item is limited to five speakers with two 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.	
CONSENT ITEMS		
3.	Approval of Minutes Action would approve the December 18, 2025 Board of Directors meeting minutes.	Approve
4.	CEO Report	Informational
5.	Community Outreach Consultant Services – Contract Award Action would 1) Execute MTS Doc No. G3074.0-25, with Brown Marketing Strategies, Inc., dba CENTRIC (CENTRIC), a Women Owned Business Enterprise (WBE) and Small Business (SB), to provide Community Outreach Consultant Services in the amount of \$616,974.79 for a three (3) year base period with (2) two 1-year options, for a total of five (5) years; and 2) Exercise the option years at the CEO's discretion.	Approve
6.	Kearny Mesa Division (KMD) Zero Emission Bus (ZEB) Overhead Charging Phase I – Work Order Amendment 3 Action would 1) Ratify Work Order Amendment WOA356-AE-46.01, under MTS Doc No. PWL356.0-22 with Pacific Rail Enterprises, Inc. (PRE), a Women Owned Business Enterprise (WBE) and Small Business (SB), in the amount of \$46,150.00 for professional services for geotechnical exploration; and 2) Authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA356-AE-46.03, under MTS Doc. No. PWL356.0-22, with PRE, in the amount of \$471,236.88 for additional engineering services and	Approve

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San Diego 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 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. MTS is also the For-Hire Vehicle administrator for multiple cities in San Diego County.



authorizing design support during construction (DSDC) services for Phase 1 of the KMD Overhead Charging project.

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|-----|---|---------------|
| 7. | San Diego Transit Corporation (SDTC) Pension Plan Administration Services – Contract Award
Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc No. G3110.0-26, with The Howard E. Nyhart Co., Inc., dba Nyhart (Nyhart), to provide SDTC Pension Plan Administration Services in the amount of \$664,000.00 for five (5) base years with five (5) 1-year options for a total of 10 years; and 2) Exercise the option years at the CEO's discretion. | Approve |
| 8. | Commvault Software and Hardware Support Subscription Two-Year Renewal – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G3123.0-26, with Concourse Tech Inc. (Concourse), for a two-year renewal of Commvault software and hardware support services, in the amount of \$314,387.92 | Approve |
| 9. | Operations Budget Status Report for November 2025 (Gordon Meyer) | Informational |
| 10. | Master Concessionaire Services – Contract Amendment
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. G2653.1-23, with BriceHouse Station LLC (BriceHouse), related to the proposed rehabilitation of the San Ysidro Retail Kiosks. | Approve |

DISCUSSION ITEMS

- | | | |
|-----|--|---------|
| 11. | Elect Chair Pro Tem and Committee Appointments (Sharon Cooney)
Action would consider the nominating slate proposed for the election of a Chair Pro Tem and appointment of representatives to MTS committees and non-MTS committees for 2026. | Approve |
| 12. | Public Hearing: Route 910 (Blue Line Overnight Express Bus) (Brent Boyd and Beverly Neff)
Action would 1) Receive public testimony; and 2) Approve the conversion of Pilot Route 910 into a permanent route. | Approve |
| 13. | Autonomous Vehicle Passenger Service (Samantha Leslie)
Action would 1) Adopt Resolution 2026-01; and/or 2) Authorize the Chief Executive Officer (CEO), or her designee(s), to participate in potential future proceedings at the California Public Utilities Commission (CPUC) or the California Department of Motor Vehicles (DMV), if any, to communicate the Board's position statement or concerns regarding autonomous vehicle passenger services; and/or 3) Authorize the CEO, or her designee(s) to communicate the Board's position statement or concerns regarding autonomous vehicle passenger services at the San Diego International Airport; and/or 4) Provide direction to staff regarding an alternative course of action, or to take no action. | Approve |

- | | | |
|------------|---|---------------|
| 14. | Project Labor Agreement (PLA) Monitoring (Samantha Leslie and Katie Rich, The Solis Group) | Informational |
| 15. | Grants Administration Report (Julia Tuer and Kena Teon) | Informational |
| 16. | Fiscal Year 2025 Annual Operating Reports (Brian Riley and Devin Braun) | Informational |

OTHER ITEMS

- 17. Chair, Board Member and Chief Executive Officer's (CEO's) Communications**
- 18. Remainder of Public Comments Not on The Agenda**
This item is a continuation of item No. 2 (Public Comment), in the event all speakers who request to comment on item No. 2 are not called. If all Public Comment is accepted during item No. 2, no additional public comment will be accepted under this item.
- 19. Next Meeting Date**
The next Board of Director's meeting is scheduled for February 12, 2026 at 9:00am.

CLOSED SESSION

- 20. Public Comment for Closed Session**
- | | | |
|------------|---|-----------------|
| 21. | Closed Session - Conference With Legal Counsel – Anticipated Litigation Initiation of litigation pursuant to Government Code 54956.9 (d)(4) (one potential case) | Possible Action |
| 22. | Closed Session – Conference with Legal Counsel – Existing Litigation Pursuant to California Government Code Section 54956.9(d)(1)
Angela McGaff, et al. vs. San Diego Metropolitan Transit System, et al.
San Diego Superior Court Case No. 37-2022-00049144-CU-PO-CTL | Possible Action |

ADJOURNMENT

- 23. Adjournment**

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

December 18, 2025

[Clerk's note: Except where noted, public, staff and board member comments are paraphrased. The full comment can be heard by reviewing the recording at the [MTS website](#).]

1. Roll Call

Chair Whitburn called the Board meeting to order at 9:06 a.m. A roll call sheet listing Board member attendance is attached as Attachment A.

2. Public Comment

James Shannon – Provided a written statement to the Board prior to the meeting. James expressed support with autonomous vehicle services like Waymo in San Diego and disagreed with Board Member Elo-Rivera's opposition. He argued that autonomous vehicles improve safety, fill transit gaps, and promote innovation. He criticized protectionist concerns over driver jobs and compared the situation to past resistance against rideshare services. He believed state regulations were sufficient and said airport autonomous vehicles bans were unjustified. He urged the Board to support autonomous vehicles for the public good.

Javier Haros – Representing Holiday Gardens HOA provided a written statement to the Board prior to the meeting. Javier, on behalf of the Holiday Gardens HOA, requested that MTS close the pedestrian access at the 400 block of Colorado Avenue due to increased crime. Since reopening, the area experienced gunfire, drug use, vandalism, and other safety issues. The HOA submitted photos, incident reports, and a proposed detour for the Board's review.

Udo Wahn – Provided a verbal statement to the Board during the meeting. Udo urged MTS to expand rider parking at the Nobel Trolley Station. He noted most spaces were reserved for retail use, despite transit goals and nearby unused lots. He asked the Board to secure more access through funding or negotiation.

Peter Zschiesihe – Representing the President of United Taxi Workers of San Diego, made a verbal statement to the Board during the meeting. Peter announced a one-year San Diego Association of Governments (SANDAG) "Access for All" grant, in partnership with Facilitating Access to Coordinated Transportation (FACT), to evaluate implementation of the MTS Taxicab Wheelchair Accessible Vehicle Policy adopted in 2023. He noted the goal of improving on-demand accessible taxi service, including at the airport, and expressed optimism about reporting positive results in 2026.

Charlotte Iradipannah – Provided a verbal statement to the Board during the meeting. Charlotte mentioned she is a student at University of San Diego, and stated that, despite some improvements, paratransit service has limitations such as restrictive pickup times and lack of Sunday service continued to create barriers to her mobility and access to education. Charlotte urged the Board to consider accessibility from the perspective of people with disabilities and to recognize that disabilities could affect anyone. She emphasized her role in advocating for those unable to speak for themselves.

Gary Johnson – Provided a verbal statement to the Board during the meeting. Gary expressed frustration with ongoing accessibility and customer service issues on buses and Trolleys. He reported malfunctioning ramps, unhelpful driver interactions, and unsafe conditions that made travel difficult and, at times, caused injury. Gary stated that these barriers limited his independence and urged the agency to improve accessibility, equipment reliability, and respect toward riders with disabilities.

James Kim – Provided a verbal statement to the Board during the meeting. James, a longtime National City graffiti abatement employee, described efforts to replace recurring graffiti along the MTS line with community murals in partnership with the Vision Culture Foundation. He stated that progress on murals located on MTS property had been delayed due to administrative barriers. James requested greater transparency, flexibility, and proactive support from MTS to complete the project and advance similar community beautification efforts.

Richard German – Provided a verbal statement to the Board during the meeting. Richard stated that when he waited for the wheelchair ramp to deploy, drivers often did not allow sufficient time, resulting in doors closing on him. He recommended installing an alert or mechanism that would signal drivers to keep doors open while a wheelchair user was boarding to prevent this issue.

Gray – Provided a verbal statement to the Board during the meeting. Gray took the bus due to parking limitations but experienced difficulty using the fare system. Gray explained issues downloading the app, could not obtain a day pass, and had to use a card despite bringing exact change. Gray noted that not all riders had smartphones, bank accounts, or the ability to safely keep cards. Gray stated that the bus system was inefficient and did not adequately accommodate riders who relied on cash or alternative payment methods, and urged the agency to consider more accessible fare options.

Board Comment

Chair Whitburn expressed appreciation to all members of the public who provided comment. He specifically acknowledged the effort required for some speakers to attend and thanked them for sharing their experiences with the Board.

Board Member Bush thanked the Chair and expressed appreciation to members of the public who shared their experiences, requesting that staff follow up to better understand and address the issues raised. He also thanked James Kim of National City for his work on the mural project and provided background on the initiative to replace graffiti-prone areas near the 24th Street Trolley Station with murals to reduce public resources needed for graffiti abatement. He stated that while National City's portion of the mural project had been successful, progress on the MTS portion had stalled due to bureaucratic delays. He urged MTS staff to work more proactively with National City and the Vision Culture Foundation to expedite the project, reduce ongoing graffiti abatement costs, and ensure completion of the first phase of the project before the end of the year, emphasizing accountability and collaboration for the benefit of the community.

Board Member Elo-Rivera thanked the Chair and expressed appreciation to the members of the public who provided comment. He stated concern about the accessibility challenges raised and noted that it was troubling that individuals who relied on transit services were experiencing difficulty accessing them. He asked Sharon Cooney, MTS Chief Executive Officer (CEO), to respond to or address the issues raised by the speakers. Ms. Cooney stated that staff would speak with the public commenters before they left the meeting. She noted that Mike Wygant would address bus-related issues and Brian Riley would address rail-related concerns.

Board Member Elo-Rivera stated that while he appreciated staff following up, he wanted guidance as a Board Member on how to respond when members of the public expressed frustration about access issues. He explained that he wanted to better understand the challenges riders faced so he could respond appropriately when concerns were raised. Ms. Cooney explained that staff had previously provided the Board with a presentation on MTS Access services and suggested bringing the topic back through another annual report. She also noted that the Accessible Services Advisory Committee (ASAC) served as an additional forum for addressing accessibility issues. Board Member Elo-Rivera expressed frustration with the

response provided, stating that while he recalled the prior presentation on MTS Access services, it did not address the practical, day-to-day challenges riders were experiencing. He emphasized that members of the public were actively reporting difficulties accessing transit and asked how those situations were being handled in real time. Ms. Cooney stated that the remarks fell under non-agendized public comments, which was why she had not provided additional information or a response at that time. Board Member Elo-Rivera stated that even though the remarks were non-agendized, it was important for Board Members to know how to respond when riders reported difficulty accessing services. He emphasized the need for practical guidance rather than high-level presentations. He also praised the National City mural effort and asked staff to identify and communicate any barriers to collaborating with cities so community improvement projects could move forward more smoothly.

Ms. Cooney stated that MTS Facility Director Montes had been working with the nonprofit to move the mural project forward and MTS is required to follow critical safety and permit rules for work in the right-of-way. She explained that delays were due to the nonprofit lacking required insurance, which could not be waived for safety and liability reasons, and noted that once the insurance was secured, MTS could proceed with permitting and scheduling. Board Member Elo-Rivera stated that his interest was in understanding what cities needed to have in place at the outset when working with MTS and external partners, particularly those with limited resources. He emphasized the importance of clear, upfront requirements to avoid unnecessary delays and wasted effort. He added that while National City could manage the current project, his comments were intended to help improve future partnerships and thanked staff for the explanation.

Board Member Foster thanked the Chair and speakers and shared concerns about a noticeable increase in graffiti, especially gang related graffiti, in his district and nearby areas. He acknowledged the need for proper processes but emphasized that graffiti could escalate into serious public safety issues, including violence. He urged MTS to keep this perspective in mind and to act urgently to mitigate graffiti, stressing that the issue was not only about aesthetics or quality of life, but about preventing dangerous conditions in the community.

Board Member Downey asked a clarifying question related to a public comment about parking at the Nobel Station. She expressed concern about coordination with SANDAG and noted her understanding that MTS had a contract for two floors in the parking structure, which limited additional parking availability. She requested follow-up information after the meeting to better understand the issue, acknowledging that it was off topic. Ms. Cooney explained that parking at the Nobel Station was the most frequent complaint received by MTS. She stated that MTS had not participated in the closed-session negotiations conducted by SANDAG with the mall property owners during the Mid-Coast extension process and would have preferred additional parking. She added that MTS later attempted to lease more parking from the mall, but the property owner declined to negotiate.

CONSENT ITEMS:

3. Approval of Minutes

Action would approve the November 20, 2025 Board of Directors meeting minutes.

4. CEO Report

5. Fire Extinguisher Maintenance and As-Needed Repairs – Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG450.0-26, to Fire Smart Fire Protection, for the provision of fire extinguisher maintenance and as-needed repair services for a period of five (5) years in the amount of \$206,496.85.

6. Wheel Truing Machines Removal and Construction – Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL448.0-26, with All Source Company Building Group (All Source), for the full removal and disposal of two (2) damaged wheel truing machines full replacement of associated track sections, infill and modifications to in-ground pits, and construction of a trolley bogey storage rack in the amount of \$615,760.00.

7. On-Call Job Order Contracting (JOC) General Building and Facilities Construction – Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG441.0-25, with ABC General Contractor, Inc. (ABCGC), for on-call general building and facilities construction services, to not exceed the statutory JOC limits under Public Contract Code Section 20128.5, calculated to be in the amount of \$6,561,000.00, for one (1) year beginning January 1, 2026.

8. Carpet Replacement at Imperial Avenue Division (IAD) Bus Maintenance Facility – Work Order Agreement

Action would authorize the Chief Executive Officer (CEO) to execute Work Order Agreement MTSJOC324-36 under Job Order Contract (JOC) MTS Doc. No. PWG324.0-21 with ABC General Contracting, Inc. (ABCGC), in the amount of \$199,999.48, for carpet removal and replacement for the north side of the IAD bus maintenance facility.

9. Rail Noise Suppression Lubricant - Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1702.0-25, with Kano Laboratories LLC - Super Lube (Kano), for Rail Noise Suppression Lubricant for five (5) years in the amount of \$1,156,200.60 (including 7.75% CA Sales Tax).

10. Operations Budget Status Report for October 2025

11. Imperial Avenue Division (IAD) Generator Upgrades – Change Order

Action would authorize the Chief Executive Officer (CEO) to: 1) Ratify MTS Doc. No. PWB371.3-23, with Global Power Group, Inc., for IAD Generator Upgrades in the amount of \$40,019.29 for Contract Change Order (CCO) 03 for temporary battery backup power to the Annex building server room for power outages required during construction; 2) Ratify MTS Doc. No. PWB371.4-23, in the amount of \$23,769.41 for CCOs 01 and 02 for adding camlocks to all generators and to construct concrete pad modifications to the 275kW generator pad; and 3) Authorize the CEO to approve MTS Doc. No. PWB371.5-23 (CCO 4), in the amount of \$48,179.07 to provide new electrical conduit and concrete pad for the new 150 kW emergency backup generator at the Service Lanes building.

Public Comment:

There were no Public Comments.

Board Comment:

There were no comments.

Action Taken

Board Member Hall moved to approve Consent Agenda Item Nos. 3 to 11. Board Member Moreno seconded the motion, and the vote was 14 to 0 in favor with Board Member Vaus absent.

DISCUSSION ITEMS:

12. 2026 State and Federal Legislative Program (Julia Tuer, Mark Watts, Peter Peyser)

Julia Tuer, MTS Manager of Government Affairs, Mark Watts, MTS State Lobbyist, and Peter Peyser, MTS Federal Lobbyist, presented on 2026 State and Federal Legislative Program. They provided details on: 2026 Legislative Program, Legislative priorities, 2025 recap, 2026 proposals, State and Federal legislative updates from lobbyists, and staff recommendation.

Public Comment

There were no Public Comments.

Board Comment

Board Member Moreno commended staff and lobbyists for their advocacy efforts at the state and federal levels and thanked them for the presentation, which she found informative. She asked for an update on the status of legislation introduced by Assemblymember Ward the previous year that proposed changes to the composition of the Board. Mr. Watts responded that the legislation had been designated as a two-year bill. He stated that the bill had failed to advance for several reasons and was ultimately withdrawn. Staff reported that they would update the Board as to whether this bill was going to continue through the legislative process next year.

*Clerk's note: since this meeting, this bill (AB 1070) has been amended to remove all of its contents and replaced with new language to pursue a different effort unrelated to its original intent.

Board Member Moreno raised concerns about MTS's zero-emission bus program, citing significant funding commitments amid looming budget challenges and a potential fiscal cliff. She stated that she lacked clarity on how approximately \$250 million in program funds would be allocated and requested insight into whether MTS planned to continue the current strategy or redirect funds to other pressing needs. Board Member Moreno also commended staff for federal advocacy efforts, encouraged continued aggressive pursuit of grant funding, and suggested strengthening relationships with the California Transportation Commission (CTC) by inviting commissioners and leadership to visit MTS facilities. Mr. Watts supported the idea of engaging CTC members through meetings and site visits, noting that early relationship building helped ensure successful outcomes. He stated he was willing to coordinate with staff to move this forward. Board Member Moreno shared her own experience with such engagement as effective, offered her support through her role with the Coastal Commission, and concluded by thanking staff for their presentations.

Board Member Bush thanked the presenters for their thorough and comprehensive presentation and noted that Mr. Peyser had come highly recommended from prior work. He emphasized the importance of voter threshold reforms, particularly related to the Assemblymember Aguilar-Curry Bill, and urged the Board to prioritize lowering the threshold for revenue measures to 55 percent instead of the two-thirds requirement. He asked for clarification on whether a prior constitutional amendment on this issue had gone to voters and failed. Mr. Watts acknowledged that the measure had failed in the 2024 election cycle and confirmed that it was a broad infrastructure package rather than being limited to transportation, which he agreed likely contributed to its failure. Board Member Bush stated that the issue may have lost emphasis due to the crowded ballot and broadly spread political coalitions. He suggested there might be an

opportunity to advance the effort more effectively in the future and expressed his belief that it was still worth pursuing. Mr. Watts stated that the measure also faced growing voter fatigue and affordability concerns at the time, which, combined with other factors discussed, contributed to its failure.

Board Member Bush said he was disappointed with the recent update to the Regional Transportation Plan (RTP), particularly what he viewed as cuts to transit, and felt MTS had not been sufficiently engaged. Board Member Bush noted that he did not believe SANDAG was included in the presentation and questioned whether SANDAG should be, noting the connection to funding and infrastructure planning. Ms. Tuer responded that staff meet regularly with SANDAG and that the planning department worked closely with them, particularly on the RTP. She added that opportunities for collaboration remained open and that the agency shared its legislative platform and programs with peer agencies. Board Member Bush recommended that major initiatives like the RTP and Regional Transportation Improvement Project (RTIP) be discussed with the Board before going to SANDAG, so MTS could develop and share its own recommendations. He thanked staff and expressed his support for the item.

Board Member Hall asked, given the approaching financial cliff facing many agencies, whether there were concrete plans for funding support rather than just planning, noting the seriousness of the issue and that it affected multiple agencies. Mr. Watts responded that the state had not provided a clear solution to address the financial cliff facing transit agencies. He explained that a key opportunity through the Transit Transformation Task Force failed to deliver fiscal support, leaving major funding questions unanswered. He described how a proposed Bay Area loan program fell through, resulting instead in a regional sales tax effort, and noted that state budget deficits and reduced flexibility limited the likelihood of new state assistance. He concluded that the most realistic option might be adjusting existing transit capital programs to allow greater flexibility to support operations, given current budget constraints. Ms. Cooney said the Task Force's failure to identify transit funding showed solutions would need to come from a coalition of transit agencies rather than the administration. She explained she was working with the California Transit Association (CTA) to develop a statewide funding package and emphasized the need for an approach that addressed different agency needs. She added that legislators expected a funding plan from the Task Force and concluded that the effort must now be driven through the Legislature.

Board Member Hall said that the same concern applied at the federal level, arguing that when governments mandate new requirements, funding needed to be attached. He questioned whether the federal government would provide actual financial support rather than continuing to plan without resources. Mr. Peyser said that upcoming federal legislation to reauthorize transit programs included a push, primarily from Democrats, to provide operating assistance, though current bills lacked bipartisan support. He explained that a potential compromise could limit funding to safety and security operating costs, which might attract Republican support. He added that MTS's strong record on safety and ridership recovery positioned it well to make the case to the Federal Transit Administration (FTA), and said staff would continue focusing on advancing this effort as the legislation moved forward.

Board Member Moreno said she wanted to thank Julia for her leadership on the item and expressed appreciation for her work.

Board Member Downey said she served as Chair of the SANDAG Regional Planning Committee and had repeatedly asked for MTS input during the planning process. She emphasized the importance of early coordination and clarified that SANDAG was required by state regulations to produce a plan, but that inclusion in the plan did not guarantee funding. She explained that she pushed back on unrealistic proposals, including new rapid lines MTS could

not afford, and noted that at least one such item was removed. She encouraged continued coordination while reminding the Board that planning and funding were separate issues.

Board Member Montgomery Steppe thanked staff for the presentation and ongoing work with different levels of government. She highlighted the Board's long-term commitment to security, noting that MTS consistently invested in security while expanding programming and rider engagement. She said this holistic approach helped restore ridership and improve safety, and encouraged ensuring that this work remained part of the conversation when engaging with federal partners and other agencies.

Board Member Bush asked Ms. Cooney to clarify whether there was a plan or proposal to address the issue that some transit agencies could not access increased TDA sales tax funding, noting that he may have missed that detail. Ms. Cooney explained that addressing TDA access would require working with peer agencies across the state. She said MTS was created at the same time as the TDA and was structured to receive TDA funds directly, unlike other regions where metropolitan planning organizations controlled the funding. She provided background on MTS's origins as the Metropolitan Transportation Development Board (MTDB) and noted that this structure affected how TDA funding was distributed.

Chair Whitburn thanked the presenters for attending and sharing their observations and insights from Sacramento and Washington, DC. He also expressed appreciation to staff and the CEO for their statewide leadership on these issues.

Action Taken

Board Member Moreno moved to approve the 2026 Legislative Program. Board Member Downey seconded the motion, and the vote was 14 to 0 in favor with Board Member Vaus absent.

13. Fare Change Study Update (Mark Olson, MTS and Tim Garrett, SANDAG)

Mark Olson, MTS Director of Marketing & Communications, and Tim Garrett, SANDAG Associate Regional Planner, presented on Fare Change Study Update. They provided details on: Fare change study background, recent fare changes, peer fares (adult), current MTS fares and current MTS fare discounts/promotions, fare change study process, fare change study timeline, fare change study public survey, fare change study Community Advisory Committee (CAC) survey, fare change study draft survey results, and fare change next steps.

Public Comment

There were no Public Comments.

Board Comment

Board Member Downey said she was concerned about how a low-income fare program would determine eligibility and asked that staff provide details on how qualification would work when the item returned. She also thanked staff for the materials, noting that the slides were clear, the questions were well designed, and that it was one of the best survey presentations she had seen.

Board Member Moreno thanked staff for the comprehensive fare study and public outreach, emphasizing that fares affected access, equity, and ridership growth. She expressed concern that fare increases could reduce ridership and disproportionately impact low-income riders, seniors, students, and transit-dependent communities. She cited survey results showing riders prioritized service levels over-paying more and warned that higher fares could ultimately reduce revenue and public trust. She urged staff to pursue alternatives such as grants, subsidies, and non-fare revenues before raising fares. She thanked staff for policies like fare capping and free

youth passes and said she would focus on equity and ridership growth as Phase 2 moved forward.

Board Member Elo-Rivera thanked staff for the presentation and said he found the study informative. He suggested summarizing combined survey responses (agree/strongly agree and disagree/strongly disagree) to make results clearer, especially on fare related questions. He also asked if future discussions include scenario analysis for fare changes and inquired whether staff were exploring new or expanded non-fare revenue opportunities as part of the process. Mr. Olson said staff is working to expand non-fare revenue, particularly through advertising. He noted efforts with outdoor advertising companies to grow the billboard program and plans to expand bus bench and bus shelter advertising, including into cities such as Chula Vista and El Cajon. He added that these initiatives were part of the broader revenue strategy previously discussed with the Board. Ms. Cooney added that when the overall strategy was brought to the Board the previous month, non-fare revenue was discussed as one component. She clarified that the fare study represented just one part of the broader strategy already approved by the Board.

Board Member Elo-Rivera said it would be helpful to see fare and non-fare revenue options presented side by side to better understand what was possible. He emphasized that fare increases should be a last resort and that the Board needed assurance that all other options had been fully explored. He also said it was important to communicate these efforts to riders and asked whether MTS currently used onboard screens on buses or Trolleys for that purpose. Mr. Olson responded that MTS was piloting onboard screens on a limited number of Trolley vehicles and that the screens were working well. He explained plans to eventually use them for advertising revenue, but noted that full deployment would take one to two years due to procurement and installation requirements. He added that while the program could generate some revenue, it would be modest compared to the agency's larger budget challenges. Board Member Elo-Rivera suggested using onboard screens and other tools to explain to riders how advertising and similar efforts helped keep fares down. He said better communication could help the public understand the resources required to operate the system and the steps being taken to avoid fare increases. He also recommended that future surveys ask riders about their comfort with additional advertising if it helped maintain fare stability and thanked staff for continuing the discussion.

Action Taken

No action taken. Informational item only.

14. Fiscal Year 2025 Annual Operating Reports (Brian Riley and Devin Braun)

The Board deferred the staff report to the next meeting.

15. Grants Administration Report (Julia Tuer and Kena Teon)

The Board deferred the staff report to the next meeting.

OTHER ITEMS:

16. Chair, Board Member and Chief Executive Officer's (CEO's) Communications

Sharon Cooney announced that Tim Curran, Director of Passenger Safety and Transit Security, was retiring and noted that Dan Brislin had been selected as his replacement following a national search. She said Mr. Brislin, previously the Deputy Director of Passenger Safety and Transit Security, would step into the role immediately and recognized both individuals for their service.

Board Member Fernandez highlighted MTS's use of local artists in public art projects, praising partnerships with community-based organizations and local creatives across the region. He shared that while he often used transit for convenience, many riders depended on it. He also expressed concern about past public comments from individuals facing access challenges. He asked staff to report back on whether assistance or resolutions had been provided in those cases.

Board Member Hall congratulated CEO Sharon Cooney on her 20 years of service at MTS.

Board Member Montgomery Steppe thanked Mr. Curran for his leadership in public security and for advancing a system that treated riders with dignity and respect and congratulated him on his retirement as well as Mr. Brislin on his new role. She also agreed with Board Member Fernandez, emphasizing the agency's responsibility to non-choice riders, particularly the disabled community, and stressed the obligation to ensure transit was accessible, comfortable, and equitable.

Chair Whitburn echoed congratulations to Mr. Curran, noting the significant strides made during his tenure. He thanked him for his service and wished him well in retirement.

17. Remainder of Public Comments Not on The Agenda

There were no additional public comments.

CLOSED SESSION:

The Board convened to Closed Session at 11:27 a.m.

18. Public Comment for Closed Session

There were no Public Comments.

19. Closed Session – Conference with Legal Counsel – Existing Litigation Pursuant to California Government Code Section 54956.9(d)(1)

Angela McGaff, et al. vs. San Diego Metropolitan Transit System, et al.
San Diego Superior Court Case No. 37-2022-00049144-CU-PO-CTL

Closed Session Reconvening

The Board reconvened to Open Session at 12:06 p.m.

Samantha Leslie, Deputy General Counsel, reported the following oral report of final actions taken in Closed Session:

19. The Board received a report from legal counsel and gave instructions.

ADJOURNMENT

20. Next Meeting Date

The next regularly scheduled Board meeting is January 15, 2026 at 9:00 a.m.

21. Adjournment

The meeting was adjourned at 12:07 p.m.

San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

General Counsel
San Diego Metropolitan Transit System

Attachment: A. Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS
ROLL CALL

MEETING OF (DATE):	December 18, 2025	CALL TO ORDER (TIME):	9:06 a.m.
RECESS:		RECONVENE:	
CLOSED SESSION:	11:27 a.m.	RECONVENE:	12:06 p.m.
PUBLIC HEARING:		RECONVENE:	
ORDINANCES ADOPTED:		ADJOURN:	12:07 p.m.

JURISDICTION	BOARD MEMBER	ALTERNATE	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
City of Chula Vista	Cesar Fernandez ☒	Jose Preciado ☐	9:06 a.m.	12:07 p.m.
City of Chula Vista	John McCann ☒	Jose Preciado ☐	9:06 a.m.	11:21 a.m.
City of Coronado	Carrie Downey ☒	Mark Fleming ☐	9:06 a.m.	12:07 p.m.
County of San Diego	Monica Montgomery Steppe ☒	Paloma Aguirre ☐	9:06 a.m.	12:07 p.m.
City of El Cajon	Steve Goble (Vice-Chair) ☒	Phil Ortiz ☐	9:06 a.m.	12:07 p.m.
City of Imperial Beach	Matthew Leyba- Gonzalez ☒	Mitch McKay ☐	9:06 a.m.	12:07 p.m.
City of La Mesa	Patricia Dillard ☒	Mark Arapostathis ☐	9:06 a.m.	12:07 p.m.
City of Lemon Grove	Jennifer Mendoza ☒	Jessyka Heredia ☐	9:06 a.m.	12:07 p.m.
City of National City	Marcus Bush ☒	Jose Rodriguez ☐	9:06 a.m.	12:07 p.m.
City of Poway	Steve Vaus ☐	Peter De Hoff ☐	ABSENT	ABSENT
City of San Diego	Vivian Moreno ☒	Jennifer Campbell ☐	9:06 a.m.	12:07 p.m.
City of San Diego	Sean Elo-Rivera ☒	Joe LaCava ☐	9:06 a.m.	12:07 p.m.
City of San Diego	Todd Gloria ☐	Henry Foster ☒	9:06 a.m.	12:07 p.m.
City of San Diego	Stephen Whitburn (Chair) ☒	Kent Lee ☐	9:06 a.m.	12:07 p.m.
City of Santee	Ronn Hall ☒	Laura Koval ☐ John Minto ☐	9:06 a.m.	12:07 p.m.

SIGNED BY THE CLERK OF THE BOARD: /s/ Lucia Mansour



**Metropolitan
Transit
System**

Agenda Item No. 4

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 15, 2026

SUBJECT:

Chief Executive Officer's (CEO) Report

INFORMATIONAL

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 \$150,000) for the period December 11, 2025 – January 7, 2026.

CEO TRAVEL REPORT (since last Board meeting)

N/A

BOARD MEMBER TRAVEL REPORT (since last Board meeting)

N/A

Attachments: A. Purchase Orders
B. Expense and Revenue Contracts



Purchase Orders							
Purchase Orders	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4400003651	12/12/2025	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 333.66	\$ -	\$ -
4400003652	12/12/2025	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 136.70	\$ -	\$ -
4400003653	12/15/2025	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 284.26	\$ -	\$ -
4400003654	12/17/2025	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 269.73	\$ -	\$ -
4400003655	12/17/2025	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 218.48	\$ -	\$ -
4400003656	12/17/2025	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 121.17	\$ -	\$ -
4400003657	12/17/2025	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 292.08	\$ -	\$ -
4400003658	12/18/2025	Mcmaster-Carr Supply Co		G230-PRINTED MATERIALS	\$ 78.44	\$ -	\$ -
4400003659	12/18/2025	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 1,093.04	\$ -	\$ -
4400003660	12/19/2025	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 215.48	\$ -	\$ -
4400003661	12/19/2025	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 52.70	\$ -	\$ -
4400003662	12/19/2025	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 108.13	\$ -	\$ -
4400003663	12/22/2025	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 7.32	\$ -	\$ -
4400003664	12/22/2025	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 339.40	\$ -	\$ -
4400003665	12/23/2025	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$ 43.41	\$ -	\$ -
4400003666	12/23/2025	W.W. Grainger Inc		G200-OFFICE SUPPLIES	\$ 630.45	\$ -	\$ -
4400003667	12/29/2025	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 100.31	\$ -	\$ -
4400003668	12/30/2025	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 93.65	\$ -	\$ -
4400003669	12/30/2025	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 128.00	\$ -	\$ -
4400003670	12/30/2025	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 493.75	\$ -	\$ -
4400003671	12/30/2025	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 516.64	\$ -	\$ -
4400003672	1/5/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 126.68	\$ -	\$ -
4400003673	1/5/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 427.62	\$ -	\$ -
4400003674	1/5/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 167.73	\$ -	\$ -
4400003675	1/5/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 1,425.33	\$ -	\$ -
4400003676	1/6/2026	W.W. Grainger Inc		G150-FASTENERS	\$ 69.41	\$ -	\$ -
4400003677	1/6/2026	W.W. Grainger Inc		M110-SUB STATION	\$ 1,325.11	\$ -	\$ -
4400003678	1/6/2026	Mcmaster-Carr Supply Co		G150-FASTENERS	\$ 54.15	\$ -	\$ -
4500072296	12/11/2025	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 143.26	\$ -	\$ -
4500072297	12/11/2025	Transit Holdings Inc		B130-BUS BODY	\$ 74.21	\$ -	\$ -
4500072298	12/11/2025	Cummins Inc		B250-BUS REPAIR PARTS	\$ 400.19	\$ -	\$ -
4500072299	12/11/2025	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 1,383.01	\$ -	\$ -
4500072300	12/11/2025	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,494.40	\$ -	\$ -
4500072301	12/11/2025	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 669.43	\$ -	\$ -
4500072302	12/11/2025	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 822.35	\$ -	\$ -
4500072303	12/11/2025	Transit Holdings Inc		B130-BUS BODY	\$ 537.89	\$ -	\$ -
4500072304	12/11/2025	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 859.71	\$ -	\$ -
4500072305	12/11/2025	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 36.82	\$ -	\$ -
4500072306	12/11/2025	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,493.26	\$ -	\$ -
4500072307	12/11/2025	Signal Hill Auto Enterprises, Inc.		G180-JANITORIAL SUPPLIES	\$ 663.50	\$ -	\$ -
4500072308	12/11/2025	Clarran Inc.	DBE	G130-SHOP TOOLS	\$ 85.71	\$ -	\$ -
4500072309	12/11/2025	Winzer Franchise Company		G150-FASTENERS	\$ 1,510.14	\$ -	\$ -
4500072310	12/11/2025	Fastenal Company		R160-RAIL/LRV ELECTRICAL	\$ 1,903.22	\$ -	\$ -
4500072311	12/11/2025	RJ International LLC	DBE	G140-SHOP SUPPLIES	\$ 4,670.42	\$ -	\$ -
4500072312	12/11/2025	Vern Rose Inc		G140-SHOP SUPPLIES	\$ 342.60	\$ -	\$ -
4500072313	12/11/2025	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$ 1,477.97	\$ -	\$ -
4500072314	12/11/2025	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	\$ 127.90	\$ -	\$ -
4500072315	12/11/2025	The Boyd Group Inc		A140-AUTO/TRUCK REPAIR	\$ 190.00	\$ -	\$ -
4500072316	12/11/2025	Home Depot USA Inc		G210-OFFICE FURNITURE	\$ 1,107.77	\$ -	\$ -
4500072317	12/11/2025	Gillig LLC		B130-BUS BODY	\$ 3,166.04	\$ -	\$ -
4500072318	12/11/2025	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 287.83	\$ -	\$ -
4500072319	12/11/2025	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 1,489.66	\$ -	\$ -
4500072320	12/11/2025	Waxie's Enterprises, LLC		G140-SHOP SUPPLIES	\$ 236.31	\$ -	\$ -
4500072321	12/11/2025	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 796.84	\$ -	\$ -
4500072322	12/11/2025	San Diego Friction Products, Inc.		G140-SHOP SUPPLIES	\$ 4,843.83	\$ -	\$ -
4500072323	12/11/2025	Muncie Reclamation and Supply Co		B140-BUS CHASSIS	\$ 4,438.79	\$ -	\$ -
4500072324	12/11/2025	AirSupply Tools, LLC		G140-SHOP SUPPLIES	\$ 459.61	\$ -	\$ -
4500072325	12/11/2025	Mohawk Mfg & Supply Co		B110-BUS HVAC SYSTEMS	\$ 645.16	\$ -	\$ -
4500072326	12/11/2025	W.W. Grainger Inc		M140-WAYSIDE SIGNALS	\$ 926.89	\$ -	\$ -
4500072327	12/11/2025	Southern Counties Lubricants LLC		G170-LUBRICANTS	\$ 4,622.48	\$ -	\$ -
4500072328	12/11/2025	Southern Counties Oil Co, LP		A120-AUTO/TRUCK GASOLINE	\$ 950.44	\$ -	\$ -
4500072329	12/11/2025	Prudential Overall Supply		G140-SHOP SUPPLIES	\$ 1,693.83	\$ -	\$ -
4500072330	12/11/2025	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$ 2,037.22	\$ -	\$ -

Purchase Orders							
Purchase Orders	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500072331	12/11/2025	Criteria Corp		P280-GENERAL SVC AGRMNTS	\$ 29,400.00	\$ -	\$ -
4500072332	12/11/2025	Freeby Signs		B130-BUS BODY	\$ 101.29	\$ -	\$ -
4500072333	12/11/2025	Motion Industries, Inc.		G140-SHOP SUPPLIES	\$ 297.44	\$ -	\$ -
4500072334	12/11/2025	KOI Wellness Inc		P480-EE MAINTENANCE	\$ 13,185.00	\$ -	\$ -
4500072335	12/11/2025	Reid and Clark Screen Arts Co		G140-SHOP SUPPLIES	\$ 1,070.50	\$ -	\$ -
4500072336	12/11/2025	Jamison Professional Services, LLC	DBE	G170-LUBRICANTS	\$ 2,907.95	\$ -	\$ -
4500072337	12/11/2025	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$ 924.50	\$ -	\$ -
4500072338	12/11/2025	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 463.08	\$ -	\$ -
4500072339	12/11/2025	ABC General Contractor, Inc.		C110-GENERAL CONTRACTORS	\$ 17,121.05	\$ -	\$ -
4500072340	12/11/2025	The Gordian Group, Inc.		C120-SPECIALTY CONTRACTOR	\$ 301.33	\$ -	\$ -
4500072341	12/11/2025	Myers & Sons Hi-Way Safety Inc		T150-TRACK, BRIDGES	\$ 591.43	\$ -	\$ -
4500072342	12/11/2025	Westair Gases and Equipment Inc	Small Business	G140-SHOP SUPPLIES	\$ 213.03	\$ -	\$ -
4500072343	12/11/2025	State of California		P280-GENERAL SVC AGRMNTS	\$ 5,000.00	\$ -	\$ -
4500072344	12/12/2025	Signal Hill Auto Enterprises, Inc.		G180-JANITORIAL SUPPLIES	\$ 1,002.08	\$ -	\$ -
4500072345	12/12/2025	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 11.86	\$ -	\$ -
4500072346	12/12/2025	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 12.18	\$ -	\$ -
4500072347	12/12/2025	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 109.10	\$ -	\$ -
4500072348	12/12/2025	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,225.45	\$ -	\$ -
4500072349	12/12/2025	Corodata Records Management Inc		P400-FINANCIAL & AUDIT	\$ 249.60	\$ -	\$ -
4500072350	12/12/2025	Wesco Distribution Inc		F110-SHOP/BLDG MACHINERY	\$ 1,877.54	\$ -	\$ -
4500072351	12/12/2025	Buchanan Auto Electric Inc		B250-BUS REPAIR PARTS	\$ 376.95	\$ -	\$ -
4500072352	12/12/2025	Trentman Corp	Small Business	P280-GENERAL SVC AGRMNTS	\$ 1,163.45	\$ -	\$ -
4500072353	12/15/2025	Muncie Reclamation and Supply Co		B140-BUS CHASSIS	\$ 644.75	\$ -	\$ -
4500072354	12/15/2025	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 260.65	\$ -	\$ -
4500072355	12/15/2025	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 523.72	\$ -	\$ -
4500072356	12/15/2025	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 4,124.44	\$ -	\$ -
4500072357	12/15/2025	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 1,955.01	\$ -	\$ -
4500072358	12/15/2025	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	\$ 714.49	\$ -	\$ -
4500072359	12/15/2025	Inland Kenworth (US) Inc		G130-SHOP TOOLS	\$ 103.53	\$ -	\$ -
4500072360	12/15/2025	Gillig LLC		B250-BUS REPAIR PARTS	\$ 1,638.16	\$ -	\$ -
4500072361	12/15/2025	Gillig LLC		B250-BUS REPAIR PARTS	\$ 331.66	\$ -	\$ -
4500072362	12/15/2025	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 336.94	\$ -	\$ -
4500072363	12/15/2025	North County Transit District		G250-NOVELTIES & AWARDS	\$ 19,038.45	\$ -	\$ -
4500072364	12/15/2025	Gillig LLC		B250-BUS REPAIR PARTS	\$ 217.44	\$ -	\$ -
4500072365	12/15/2025	Freeby Signs		B250-BUS REPAIR PARTS	\$ 156.78	\$ -	\$ -
4500072366	12/15/2025	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 463.93	\$ -	\$ -
4500072367	12/15/2025	Gillig LLC		B250-BUS REPAIR PARTS	\$ 168.09	\$ -	\$ -
4500072368	12/15/2025	Gillig LLC		B250-BUS REPAIR PARTS	\$ 548.04	\$ -	\$ -
4500072369	12/15/2025	Waytek Inc		B160-BUS ELECTRICAL	\$ 19.71	\$ -	\$ -
4500072370	12/15/2025	Home Depot USA Inc		G130-SHOP TOOLS	\$ 1,004.93	\$ -	\$ -
4500072371	12/15/2025	Digi-Key Corporation		R160-RAIL/LRV ELECTRICAL	\$ 73.49	\$ -	\$ -
4500072372	12/15/2025	Abacor, Inc.	Small Business	F150-DOORS, OVERHEAD	\$ 2,615.00	\$ -	\$ -
4500072373	12/15/2025	Home Depot USA Inc		F150-DOORS, OVERHEAD	\$ 821.06	\$ -	\$ -
4500072374	12/15/2025	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 2,454.28	\$ -	\$ -
4500072375	12/15/2025	Western-Cullen-Hayes Inc		M140-WAYSIDE SIGNALS	\$ 1,159.40	\$ -	\$ -
4500072376	12/15/2025	Applied Industrial		G140-SHOP SUPPLIES	\$ 240.76	\$ -	\$ -
4500072377	12/15/2025	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 10,713.25	\$ -	\$ -
4500072378	12/15/2025	D's Kustom Sales & Services, LLC		G140-SHOP SUPPLIES	\$ 1,236.43	\$ -	\$ -
4500072379	12/15/2025	Merrimac Petroleum Inc	Woman Owned Business	A120-AUTO/TRUCK GASOLINE	\$ 2,338.26	\$ -	\$ -
4500072380	12/15/2025	Oldcastle Infrastructure		M180-STATION ELECTRICAL	\$ 621.72	\$ -	\$ -
4500072381	12/15/2025	Genuine Parts Company Inc		R180-RAIL/LRV LIGHTING	\$ 4,396.04	\$ -	\$ -
4500072382	12/15/2025	La Mesa Glass, Inc.	Small Business	P550-REAL ESTATE	\$ 994.00	\$ -	\$ -
4500072383	12/15/2025	Hanning & Kahl LP		R160-RAIL/LRV ELECTRICAL	\$ 6,829.50	\$ -	\$ -
4500072384	12/15/2025	La Mesa Glass, Inc.	Small Business	P550-REAL ESTATE	\$ 808.00	\$ -	\$ -
4500072385	12/15/2025	La Mesa Glass, Inc.	Small Business	P550-REAL ESTATE	\$ 994.00	\$ -	\$ -
4500072386	12/15/2025	Harbor Diesel & Equipment, Inc		G170-LUBRICANTS	\$ 6,576.95	\$ -	\$ -
4500072387	12/15/2025	Hi-Tec Enterprises		R160-RAIL/LRV ELECTRICAL	\$ 2,416.29	\$ -	\$ -
4500072388	12/15/2025	Siemens Mobility, Inc.		M140-WAYSIDE SIGNALS	\$ 7,973.50	\$ -	\$ -
4500072389	12/15/2025	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 4,756.62	\$ -	\$ -
4500072390	12/15/2025	Lisa Ynez Beetson	Minority Owned Business	G200-OFFICE SUPPLIES	\$ 91.59	\$ -	\$ -
4500072391	12/15/2025	Magaldi & Magaldi Inc		B160-BUS ELECTRICAL	\$ 334.48	\$ -	\$ -
4500072392	12/15/2025	Romaine Electric Corporation		M130-CROSSING MECHANISM	\$ 2,132.95	\$ -	\$ -
4500072393	12/15/2025	Waxie's Enterprises, LLC		G140-SHOP SUPPLIES	\$ 454.62	\$ -	\$ -

Purchase Orders							
Purchase Orders	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500072394	12/15/2025	Siemens Mobility, Inc.		R190-RAIL/LRV PANTOGRAPH	\$ 3,443.69	\$ -	\$ -
4500072395	12/15/2025	The Sherwin-Williams Company		B130-BUS BODY	\$ 1,056.25	\$ -	\$ -
4500072396	12/15/2025	Transit Innovations LLC		M120-OVRHEAD CATENARY SYS	\$ 2,370.50	\$ -	\$ -
4500072397	12/16/2025	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 58.31	\$ -	\$ -
4500072398	12/16/2025	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 184.40	\$ -	\$ -
4500072399	12/16/2025	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,855.51	\$ -	\$ -
4500072400	12/16/2025	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 279.02	\$ -	\$ -
4500072401	12/16/2025	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,308.77	\$ -	\$ -
4500072402	12/16/2025	Day Management Corp		G220-OFFICE EQUIPMENT	\$ 800.80	\$ -	\$ -
4500072403	12/16/2025	Bonsall Petroleum Construction Inc		F110-SHOP/BLDG MACHINERY	\$ 486.34	\$ -	\$ -
4500072404	12/16/2025	IDSC Holdings LLC		G130-SHOP TOOLS	\$ 114.13	\$ -	\$ -
4500072405	12/16/2025	Winzer Franchise Company		M130-CROSSING MECHANISM	\$ 3,879.00	\$ -	\$ -
4500072406	12/16/2025	Trentman Corp	Small Business	P280-GENERAL SVC AGRMNTS	\$ 518.05	\$ -	\$ -
4500072407	12/16/2025	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 265.49	\$ -	\$ -
4500072408	12/16/2025	Staples Contract & Commercial LLC		F110-SHOP/BLDG MACHINERY	\$ 419.68	\$ -	\$ -
4500072409	12/16/2025	Gillig LLC		B250-BUS REPAIR PARTS	\$ 77.52	\$ -	\$ -
4500072410	12/16/2025	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 17,368.63	\$ -	\$ -
4500072411	12/16/2025	W.W. Grainger Inc		F120-BUS/LRV PAINT BOOTHS	\$ 214.20	\$ -	\$ -
4500072412	12/16/2025	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 2,862.56	\$ -	\$ -
4500072413	12/16/2025	Digi-Key Corporation		R160-RAIL/LRV ELECTRICAL	\$ 834.50	\$ -	\$ -
4500072414	12/16/2025	S&A Systems Inc		I130-IT CAPITAL HARDWARE	\$ 1,591.48	\$ -	\$ -
4500072415	12/16/2025	General Signals Inc		M130-CROSSING MECHANISM	\$ 7,446.85	\$ -	\$ -
4500072416	12/16/2025	M Power Truck & Diesel		A140-AUTO/TRUCK REPAIR	\$ 120.00	\$ -	\$ -
4500072417	12/17/2025	Siemens Mobility, Inc.		M130-CROSSING MECHANISM	\$ 398.68	\$ -	\$ -
4500072418	12/17/2025	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 18.10	\$ -	\$ -
4500072419	12/17/2025	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 4,187.57	\$ -	\$ -
4500072420	12/17/2025	Transit Holdings Inc		B140-BUS CHASSIS	\$ 3,940.53	\$ -	\$ -
4500072421	12/17/2025	Cummins Inc		B120-BUS MECHANICAL PARTS	\$ 202.53	\$ -	\$ -
4500072422	12/17/2025	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,291.65	\$ -	\$ -
4500072423	12/17/2025	Louis Sardo Upholstery Inc		B130-BUS BODY	\$ 538.75	\$ -	\$ -
4500072424	12/17/2025	Norman Industrial Materials Inc.		G140-SHOP SUPPLIES	\$ 286.64	\$ -	\$ -
4500072425	12/17/2025	Romaine Electric Corporation		B160-BUS ELECTRICAL	\$ 7,228.20	\$ -	\$ -
4500072426	12/17/2025	Mcmaster-Carr Supply Co		F110-SHOP/BLDG MACHINERY	\$ 480.77	\$ -	\$ -
4500072427	12/17/2025	Team One Repair Inc		G290-FARE REVENUE EQUIP	\$ 1,691.14	\$ -	\$ -
4500072428	12/17/2025	Efficient Energy Company		P410-CONSULTING	\$ 7,875.00	\$ -	\$ -
4500072429	12/18/2025	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 108.48	\$ -	\$ -
4500072430	12/18/2025	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 475.48	\$ -	\$ -
4500072431	12/18/2025	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 107.16	\$ -	\$ -
4500072432	12/18/2025	Transit Holdings Inc		B130-BUS BODY	\$ 3,191.87	\$ -	\$ -
4500072433	12/18/2025	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$ 462.79	\$ -	\$ -
4500072434	12/18/2025	Signal Hill Auto Enterprises, Inc.		G180-JANITORIAL SUPPLIES	\$ 115.83	\$ -	\$ -
4500072435	12/18/2025	Matheson Tri-Gas Inc		P280-GENERAL SVC AGRMNTS	\$ 184.85	\$ -	\$ -
4500072436	12/18/2025	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 510.60	\$ -	\$ -
4500072437	12/18/2025	M Power Truck & Diesel		A140-AUTO/TRUCK REPAIR	\$ 60.00	\$ -	\$ -
4500072438	12/18/2025	San Diego Plastics Inc	Small Business	P120-BLDG/FACILITY REPRS	\$ 685.13	\$ -	\$ -
4500072439	12/18/2025	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	\$ 206.88	\$ -	\$ -
4500072440	12/18/2025	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 1,802.66	\$ -	\$ -
4500072441	12/18/2025	Genfare, LLC		G290-FARE REVENUE EQUIP	\$ 1,917.43	\$ -	\$ -
4500072442	12/18/2025	Access Professional Inc.	Small Business	M200-YARD FACILITIES	\$ 275.00	\$ -	\$ -
4500072443	12/18/2025	Charter Industrial Supply Inc	Small Business	B120-BUS MECHANICAL PARTS	\$ 838.37	\$ -	\$ -
4500072445	12/18/2025	i-Access Inc		P280-GENERAL SVC AGRMNTS	\$ 525.41	\$ -	\$ -
4500072446	12/18/2025	Gillig LLC		B130-BUS BODY	\$ 3,412.62	\$ -	\$ -
4500072447	12/18/2025	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 2,095.97	\$ -	\$ -
4500072448	12/18/2025	Clarran Inc.	DBE	G150-FASTENERS	\$ 336.11	\$ -	\$ -
4500072449	12/18/2025	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 3,499.27	\$ -	\$ -
4500072450	12/18/2025	Daniels Tire Service, Inc		A110-AUTO/TRUCK TIRES	\$ 170.55	\$ -	\$ -
4500072451	12/18/2025	Airgas Inc		G140-SHOP SUPPLIES	\$ 33.35	\$ -	\$ -
4500072452	12/18/2025	Access Professional Inc.	Small Business	M200-YARD FACILITIES	\$ 838.75	\$ -	\$ -
4500072453	12/18/2025	Articulate Global LLC		P500-OPERATOR TRAINING	\$ 1,499.00	\$ -	\$ -
4500072454	12/18/2025	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 40.41	\$ -	\$ -
4500072455	12/18/2025	Winzer Franchise Company		G150-FASTENERS	\$ 34.61	\$ -	\$ -
4500072456	12/18/2025	Fastenal Company		G140-SHOP SUPPLIES	\$ 2,732.36	\$ -	\$ -
4500072457	12/19/2025	Transit Holdings Inc		B130-BUS BODY	\$ 466.12	\$ -	\$ -

Purchase Orders							
Purchase Orders	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500072458	12/19/2025	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 298.36	\$ -	\$ -
4500072459	12/19/2025	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 8.19	\$ -	\$ -
4500072460	12/19/2025	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 824.71	\$ -	\$ -
4500072461	12/19/2025	Transit Holdings Inc		B140-BUS CHASSIS	\$ 4,129.62	\$ -	\$ -
4500072462	12/19/2025	San Diego Friction Products, Inc.		G140-SHOP SUPPLIES	\$ 906.30	\$ -	\$ -
4500072463	12/19/2025	ERI Economic Research Institute		P410-CONSULTING	\$ 10,278.00	\$ -	\$ -
4500072464	12/19/2025	Clear Channel Outdoor LLC		G230-PRINTED MATERIALS	\$ 4,202.25	\$ -	\$ -
4500072465	12/19/2025	APTA		G260-MEDIA	\$ 375.00	\$ -	\$ -
4500072466	12/19/2025	Walk San Diego		G260-MEDIA	\$ 3,150.00	\$ -	\$ -
4500072467	12/19/2025	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 3,304.23	\$ -	\$ -
4500072468	12/19/2025	Ace Uniforms LLC	Small Business	C120-SPECIALTY CONTRACTOR	\$ 187.46	\$ -	\$ -
4500072469	12/19/2025	Ace Uniforms LLC	Small Business	C120-SPECIALTY CONTRACTOR	\$ 153.02	\$ -	\$ -
4500072470	12/19/2025	W.W. Grainger Inc		R170-RAIL/LRV HVAC	\$ 1,686.47	\$ -	\$ -
4500072471	12/19/2025	Winzer Franchise Company		G150-FASTENERS	\$ 81.12	\$ -	\$ -
4500072472	12/19/2025	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,191.59	\$ -	\$ -
4500072473	12/19/2025	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 1,863.22	\$ -	\$ -
4500072478	12/19/2025	Airgas Inc		G140-SHOP SUPPLIES	\$ 93.88	\$ -	\$ -
4500072479	12/19/2025	Home Depot USA Inc		F180-BUILDING MATERIALS	\$ 480.25	\$ -	\$ -
4500072480	12/19/2025	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 173.42	\$ -	\$ -
4500072481	12/22/2025	Cummins Inc		B120-BUS MECHANICAL PARTS	\$ 272.88	\$ -	\$ -
4500072482	12/22/2025	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 15.39	\$ -	\$ -
4500072483	12/22/2025	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 2,318.89	\$ -	\$ -
4500072484	12/22/2025	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 287.83	\$ -	\$ -
4500072485	12/22/2025	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 5,824.51	\$ -	\$ -
4500072486	12/22/2025	Transit Holdings Inc		B130-BUS BODY	\$ 420.03	\$ -	\$ -
4500072487	12/22/2025	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 145.47	\$ -	\$ -
4500072488	12/22/2025	Transit Holdings Inc		B130-BUS BODY	\$ 348.04	\$ -	\$ -
4500072489	12/22/2025	Freeby Signs		B250-BUS REPAIR PARTS	\$ 706.00	\$ -	\$ -
4500072490	12/22/2025	Eric A. Schwab		B150-BUS COMM EQUIP.	\$ 141.61	\$ -	\$ -
4500072491	12/22/2025	RDG, LLC		M150-PWR SWITCHES/LOCKS	\$ 16,100.00	\$ -	\$ -
4500072492	12/22/2025	Trentman Corp	Small Business	P280-GENERAL SVC AGRMNTS	\$ 214.72	\$ -	\$ -
4500072493	12/22/2025	Oldcastle Infrastructure		M110-SUB STATION	\$ 2,557.47	\$ -	\$ -
4500072494	12/22/2025	Otay Mesa Sales, Inc		P160-EQUIPMENT RENTALS	\$ 1,412.57	\$ -	\$ -
4500072495	12/22/2025	W.W. Grainger Inc		P280-GENERAL SVC AGRMNTS	\$ 262.71	\$ -	\$ -
4500072496	12/22/2025	Deca Forklift, Inc.		P280-GENERAL SVC AGRMNTS	\$ 900.00	\$ -	\$ -
4500072497	12/22/2025	Knorr Brake Company, LLC		R160-RAIL/LRV ELECTRICAL	\$ 5,320.70	\$ -	\$ -
4500072499	12/22/2025	Southern Counties Oil Co, LP		A120-AUTO/TRUCK GASOLINE	\$ 12,445.62	\$ -	\$ -
4500072500	12/22/2025	Ricon Corporation		B130-BUS BODY	\$ 3,132.21	\$ -	\$ -
4500072501	12/22/2025	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	\$ 1,733.51	\$ -	\$ -
4500072502	12/22/2025	American Battery Corporation	Small Business	M110-SUB STATION	\$ 10,583.74	\$ -	\$ -
4500072503	12/22/2025	Steven R Timme		G230-PRINTED MATERIALS	\$ 8,810.85	\$ -	\$ -
4500072504	12/23/2025	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 498.42	\$ -	\$ -
4500072505	12/23/2025	Transit Holdings Inc		B140-BUS CHASSIS	\$ 901.13	\$ -	\$ -
4500072506	12/23/2025	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 521.43	\$ -	\$ -
4500072507	12/23/2025	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 98.69	\$ -	\$ -
4500072508	12/23/2025	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 698.49	\$ -	\$ -
4500072509	12/23/2025	Daniels Tire Service, Inc		A110-AUTO/TRUCK TIRES	\$ 228.00	\$ -	\$ -
4500072510	12/23/2025	Home Depot USA Inc		G130-SHOP TOOLS	\$ 618.36	\$ -	\$ -
4500072511	12/23/2025	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 279.08	\$ -	\$ -
4500072512	12/23/2025	Harmer Steel Products Company		T110-TRACK, RAIL	\$ 9,347.13	\$ -	\$ -
4500072513	12/23/2025	Freeby Signs		B130-BUS BODY	\$ 386.93	\$ -	\$ -
4500072514	12/23/2025	APD Incorporated		B130-BUS BODY	\$ 126.42	\$ -	\$ -
4500072515	12/23/2025	Genuine Parts Company Inc		B120-BUS MECHANICAL PARTS	\$ 48.46	\$ -	\$ -
4500072516	12/23/2025	Shilpark Paint Corporation		G160-PAINTS & CHEMICALS	\$ 223.53	\$ -	\$ -
4500072517	12/23/2025	Facility Solutions Group, Inc.		M180-STATION ELECTRICAL	\$ 4,773.54	\$ -	\$ -
4500072518	12/23/2025	Home Depot USA Inc		F180-BUILDING MATERIALS	\$ 500.88	\$ -	\$ -
4500072519	12/23/2025	Network Industries, Inc.		F110-SHOP/BLDG MACHINERY	\$ 1,014.21	\$ -	\$ -
4500072520	12/23/2025	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$ 413.69	\$ -	\$ -
4500072521	12/23/2025	A&K Railroad Materials, Inc		T110-TRACK, RAIL	\$ 8,713.01	\$ -	\$ -
4500072522	12/23/2025	EDCO Disposal Corporation		F190-LANDSCAPING MAT'LS	\$ 435.05	\$ -	\$ -
4500072523	12/23/2025	Ultra-Tech Enterprises, Inc.		P540-MAINTENANCE TRAINING	\$ 3,232.50	\$ -	\$ -
4500072524	12/23/2025	EDCO Disposal Corporation		S130-DISPOSAL, OTHER	\$ 384.55	\$ -	\$ -
4500072525	12/23/2025	Digi-Key Corporation		G270-ELECTRICAL/LIGHTING	\$ 100.30	\$ -	\$ -

Purchase Orders							
Purchase Orders	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500072526	12/23/2025	Graffiti Shield, Inc.		G140-SHOP SUPPLIES	\$ 462.58	\$ -	\$ -
4500072527	12/23/2025	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,151.59	\$ -	\$ -
4500072528	12/23/2025	Uline Inc		F110-SHOP/BLDG MACHINERY	\$ 399.57	\$ -	\$ -
4500072529	12/23/2025	Matheson Tri-Gas Inc		P160-EQUIPMENT RENTALS	\$ 70.78	\$ -	\$ -
4500072530	12/23/2025	Sid Tool Co., Inc.		G130-SHOP TOOLS	\$ 395.66	\$ -	\$ -
4500072531	12/23/2025	3rd Generation Embroidery, Inc.		P540-MAINTENANCE TRAINING	\$ 156.25	\$ -	\$ -
4500072532	12/23/2025	Pacific Star Corporation		G180-JANITORIAL SUPPLIES	\$ 1,194.73	\$ -	\$ -
4500072533	12/23/2025	Carlos Guzman Inc	DBE	G180-JANITORIAL SUPPLIES	\$ 1,991.25	\$ -	\$ -
4500072534	12/23/2025	B and H Photo and Electronics		P540-MAINTENANCE TRAINING	\$ 1,285.35	\$ -	\$ -
4500072535	12/23/2025	Saitech Inc	Minority Owned Business	I110-INFORMATION TECH	\$ 4,605.84	\$ -	\$ -
4500072536	12/24/2025	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 785.89	\$ -	\$ -
4500072537	12/24/2025	Transit Holdings Inc		B130-BUS BODY	\$ 249.55	\$ -	\$ -
4500072538	12/24/2025	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,637.26	\$ -	\$ -
4500072539	12/24/2025	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 19.59	\$ -	\$ -
4500072540	12/24/2025	Hi-Tec Enterprises		R160-RAIL/LRV ELECTRICAL	\$ 1,866.77	\$ -	\$ -
4500072541	12/24/2025	OneSource Distributors, LLC		M140-WAYSIDE SIGNALS	\$ 3,113.55	\$ -	\$ -
4500072542	12/24/2025	Professional Contractors Supplies		G130-SHOP TOOLS	\$ 128.10	\$ -	\$ -
4500072543	12/24/2025	Team One Repair Inc		G290-FARE REVENUE EQUIP	\$ 934.85	\$ -	\$ -
4500072544	12/24/2025	ZUZA LLC		G230-PRINTED MATERIALS	\$ 7,650.00	\$ -	\$ -
4500072545	12/24/2025	ZUZA LLC		G230-PRINTED MATERIALS	\$ 24,948.00	\$ -	\$ -
4500072546	12/24/2025	Miracle Software Systems, Inc.		I120-INFO TECH, SVCS	\$ 10,015.16	\$ -	\$ -
4500072547	12/24/2025	Seon Design (USA) Corp.		R150-RAIL/LRV COMM EQUIP	\$ 15,526.73	\$ -	\$ -
4500072548	12/24/2025	Rambuilt Glass LLC		F180-BUILDING MATERIALS	\$ 8,336.75	\$ -	\$ -
4500072549	12/26/2025	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 4,429.43	\$ -	\$ -
4500072550	12/26/2025	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,795.02	\$ -	\$ -
4500072551	12/26/2025	Signal Hill Auto Enterprises, Inc.		G180-JANITORIAL SUPPLIES	\$ 904.78	\$ -	\$ -
4500072552	12/26/2025	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,480.75	\$ -	\$ -
4500072553	12/26/2025	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 959.40	\$ -	\$ -
4500072554	12/26/2025	Transit Holdings Inc		B130-BUS BODY	\$ 965.89	\$ -	\$ -
4500072555	12/26/2025	Ace Uniforms LLC	Small Business	G240-UNIFORM PROCUREMENT	\$ 147,507.70	\$ -	\$ -
4500072556	12/26/2025	Mohawk Mfg & Supply Co		B250-BUS REPAIR PARTS	\$ 914.67	\$ -	\$ -
4500072557	12/26/2025	Gillig LLC		B250-BUS REPAIR PARTS	\$ 18,373.64	\$ -	\$ -
4500072558	12/26/2025	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,196.79	\$ -	\$ -
4500072559	12/26/2025	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 764.51	\$ -	\$ -
4500072560	12/26/2025	Transit Holdings Inc		B130-BUS BODY	\$ 4,162.98	\$ -	\$ -
4500072561	12/26/2025	Southern Counties Oil Co, LP		A120-AUTO/TRUCK GASOLINE	\$ 13,678.76	\$ -	\$ -
4500072562	12/26/2025	Vehicle Maintenance Program, Inc.	Woman Owned Business	B120-BUS MECHANICAL PARTS	\$ 1,395.05	\$ -	\$ -
4500072563	12/26/2025	Clarran Inc.	DBE	G200-OFFICE SUPPLIES	\$ 898.11	\$ -	\$ -
4500072564	12/26/2025	W.W. Grainger Inc		G120-SECURITY	\$ 3,834.26	\$ -	\$ -
4500072565	12/26/2025	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 409.18	\$ -	\$ -
4500072566	12/26/2025	Home Depot USA Inc		F180-BUILDING MATERIALS	\$ 508.92	\$ -	\$ -
4500072567	12/26/2025	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 1,256.98	\$ -	\$ -
4500072568	12/26/2025	Willy's Electronic Supply Co Inc		R150-RAIL/LRV COMM EQUIP	\$ 413.59	\$ -	\$ -
4500072569	12/26/2025	Winzer Franchise Company		G150-FASTENERS	\$ 489.12	\$ -	\$ -
4500072570	12/26/2025	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 750.83	\$ -	\$ -
4500072571	12/26/2025	Vern Rose Inc		G140-SHOP SUPPLIES	\$ 452.55	\$ -	\$ -
4500072572	12/26/2025	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	\$ 122.19	\$ -	\$ -
4500072573	12/26/2025	Airgas Inc		G140-SHOP SUPPLIES	\$ 49.01	\$ -	\$ -
4500072574	12/26/2025	Carlos Guzman Inc	DBE	G180-JANITORIAL SUPPLIES	\$ 1,894.25	\$ -	\$ -
4500072575	12/26/2025	Romaine Electric Corporation		B160-BUS ELECTRICAL	\$ 7,228.20	\$ -	\$ -
4500072576	12/26/2025	Fastenal Company		G200-OFFICE SUPPLIES	\$ 4,537.92	\$ -	\$ -
4500072577	12/26/2025	Tolar Manufacturing Company Inc		P280-GENERAL SVC AGRMNTS	\$ 2,010.85	\$ -	\$ -
4500072578	12/26/2025	All Industrial Tool Supply		B250-BUS REPAIR PARTS	\$ 3,036.03	\$ -	\$ -
4500072579	12/26/2025	GOEUROPA		I120-INFO TECH, SVCS	\$ 4,660.00	\$ -	\$ -
4500072580	12/29/2025	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 218.87	\$ -	\$ -
4500072581	12/29/2025	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 462.05	\$ -	\$ -
4500072582	12/29/2025	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 3,317.86	\$ -	\$ -
4500072583	12/29/2025	Siemens Mobility, Inc.		R230-RAIL/LRV MECHANICAL	\$ 270.94	\$ -	\$ -
4500072584	12/29/2025	Transit Holdings Inc		B140-BUS CHASSIS	\$ 6,883.41	\$ -	\$ -
4500072585	12/29/2025	Home Depot USA Inc		G140-SHOP SUPPLIES	\$ 645.41	\$ -	\$ -
4500072586	12/29/2025	MCI Carrillo Inc	Small Business	P210-NON-REV VEH REPAIRS	\$ 474.87	\$ -	\$ -
4500072587	12/29/2025	U.S. Train Products LLC		R120-RAIL/LRV CAR BODY	\$ 2,424.38	\$ -	\$ -
4500072588	12/29/2025	RJ International LLC	DBE	G140-SHOP SUPPLIES	\$ 134.69	\$ -	\$ -

Purchase Orders							
Purchase Orders	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500072589	12/29/2025	The Carpenter Group	DBE	M120-OVRHEAD CATENARY SYS	\$ 1,713.23	\$ -	\$ -
4500072590	12/29/2025	Arizona Machinery LLC		A110-AUTO/TRUCK TIRES	\$ 434.80	\$ -	\$ -
4500072591	12/29/2025	Data Alliance Inc	Small Business	R150-RAIL/LRV COMM EQUIP	\$ 45.13	\$ -	\$ -
4500072592	12/29/2025	Fastenal Company		G140-SHOP SUPPLIES	\$ 122.19	\$ -	\$ -
4500072593	12/29/2025	Waxie's Enterprises, LLC	DBE	G180-JANITORIAL SUPPLIES	\$ 4,363.88	\$ -	\$ -
4500072594	12/29/2025	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 1,991.22	\$ -	\$ -
4500072595	12/29/2025	Cembre Inc	Small Business	M170-IMPEDANCE BOND	\$ 3,740.02	\$ -	\$ -
4500072596	12/29/2025	Fastenal Company		G140-SHOP SUPPLIES	\$ 558.48	\$ -	\$ -
4500072597	12/29/2025	1099Express.com Inc	DBE	P400-FINANCIAL & AUDIT	\$ 199.00	\$ -	\$ -
4500072598	12/29/2025	Thomas International USA Inc.		P280-GENERAL SVC AGRMNTS	\$ 2,941.00	\$ -	\$ -
4500072599	12/29/2025	Clarran Inc.	Small Business	G130-SHOP TOOLS	\$ 251.96	\$ -	\$ -
4500072600	12/29/2025	American Battery Corporation		P280-GENERAL SVC AGRMNTS	\$ 4,776.56	\$ -	\$ -
4500072601	12/29/2025	Cummins Inc	DBE	B200-BUS PWR TRAIN EQUIP	\$ 1,132.00	\$ -	\$ -
4500072602	12/29/2025	Fastenal Company		G140-SHOP SUPPLIES	\$ 308.11	\$ -	\$ -
4500072603	12/29/2025	Fehr Brothers Industries, Inc.	Small Business	G140-SHOP SUPPLIES	\$ 74.46	\$ -	\$ -
4500072604	12/29/2025	Genfare, LLC		B190-BUS FARE EQUIP	\$ 3,855.18	\$ -	\$ -
4500072605	12/29/2025	Gillig LLC	DBE	B130-BUS BODY	\$ 1,868.39	\$ -	\$ -
4500072606	12/29/2025	Harbor Diesel & Equipment, Inc		B200-BUS PWR TRAIN EQUIP	\$ 21,209.78	\$ -	\$ -
4500072607	12/29/2025	SC Commercial, LLC	Small Business	B120-BUS MECHANICAL PARTS	\$ 6,669.36	\$ -	\$ -
4500072608	12/29/2025	Laird Plastics, Inc		M180-STATION ELECTRICAL	\$ 325.46	\$ -	\$ -
4500072609	12/29/2025	Coquina Labs Inc	DBE	I110-INFORMATION TECH	\$ 12,136.89	\$ -	\$ -
4500072610	12/29/2025	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 37.17	\$ -	\$ -
4500072611	12/29/2025	Gillig LLC	Small Business	B250-BUS REPAIR PARTS	\$ 249.58	\$ -	\$ -
4500072612	12/29/2025	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 10,648.52	\$ -	\$ -
4500072613	12/29/2025	Southern Counties Oil Co, LP	DBE	A120-AUTO/TRUCK GASOLINE	\$ 2,170.08	\$ -	\$ -
4500072614	12/29/2025	Gillig LLC		B250-BUS REPAIR PARTS	\$ 46.98	\$ -	\$ -
4500072615	12/29/2025	Midwest Bus Corporation	Small Business	B130-BUS BODY	\$ 1,523.84	\$ -	\$ -
4500072616	12/29/2025	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 417.11	\$ -	\$ -
4500072617	12/29/2025	Muncie Reclamation and Supply Co	DBE	B160-BUS ELECTRICAL	\$ 32.93	\$ -	\$ -
4500072618	12/29/2025	San Diego Friction Products, Inc.		G160-PAINTS & CHEMICALS	\$ 281.34	\$ -	\$ -
4500072619	12/29/2025	Transit Holdings Inc	Small Business	B130-BUS BODY	\$ 2,455.72	\$ -	\$ -
4500072621	12/29/2025	Trolley Support LLC		B130-BUS BODY	\$ 1,573.15	\$ -	\$ -
4500072622	12/29/2025	City & County of San Francisco	DBE	R160-RAIL/LRV ELECTRICAL	\$ 5,387.50	\$ -	\$ -
4500072623	12/29/2025	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 18,283.02	\$ -	\$ -
4500072624	12/30/2025	Transit Holdings Inc	Small Business	B130-BUS BODY	\$ 330.57	\$ -	\$ -
4500072625	12/30/2025	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 521.51	\$ -	\$ -
4500072626	12/30/2025	Transit Holdings Inc	DBE	B140-BUS CHASSIS	\$ 663.70	\$ -	\$ -
4500072627	12/30/2025	Parts Authority, LLC		B160-BUS ELECTRICAL	\$ 4,776.98	\$ -	\$ -
4500072628	12/30/2025	Transit Holdings Inc	Small Business	B140-BUS CHASSIS	\$ 60.34	\$ -	\$ -
4500072629	12/30/2025	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 79.99	\$ -	\$ -
4500072630	12/30/2025	Waxie's Enterprises, LLC	DBE	G180-JANITORIAL SUPPLIES	\$ 267.01	\$ -	\$ -
4500072631	12/30/2025	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 268.30	\$ -	\$ -
4500072632	12/30/2025	Transit Holdings Inc	Small Business	B160-BUS ELECTRICAL	\$ 2,354.86	\$ -	\$ -
4500072633	12/30/2025	Warren Communications Inc		P310-ADVERTISING SERVICES	\$ 2,205.00	\$ -	\$ -
4500072634	12/30/2025	Dimensional Silk Screen Inc	DBE	G230-PRINTED MATERIALS	\$ 1,453.33	\$ -	\$ -
4500072635	12/30/2025	Schuko LLC		P160-EQUIPMENT RENTALS	\$ 930.25	\$ -	\$ -
4500072636	12/30/2025	Home Depot USA Inc	Small Business	F110-SHOP/BLDG MACHINERY	\$ 1,087.37	\$ -	\$ -
4500072637	12/30/2025	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 772.55	\$ -	\$ -
4500072638	12/30/2025	W.W. Grainger Inc	DBE	F110-SHOP/BLDG MACHINERY	\$ 238.28	\$ -	\$ -
4500072639	12/30/2025	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 1,275.00	\$ -	\$ -
4500072640	12/30/2025	Arts Lawnmower and Repairs LLC	Small Business	P130-EQUIP MAINT REPR SVC	\$ 319.66	\$ -	\$ -
4500072641	12/30/2025	OneSource Distributors, LLC		G140-SHOP SUPPLIES	\$ 2,925.21	\$ -	\$ -
4500072642	12/30/2025	D's Kustom Sales & Services, LLC	DBE	T110-TRACK, RAIL	\$ 4,300.22	\$ -	\$ -
4500072643	12/30/2025	Radwell International LLC		M110-SUB STATION	\$ 3,256.90	\$ -	\$ -
4500072644	12/30/2025	Siemens Mobility, Inc.	Small Business	R190-RAIL/LRV PANTOGRAPH	\$ 465.48	\$ -	\$ -
4500072645	12/30/2025	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 104,402.52	\$ -	\$ -
4500072646	12/30/2025	Jamison Professional Services, LLC	DBE	G170-LUBRICANTS	\$ 894.50	\$ -	\$ -
4500072648	12/30/2025	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 2,728.35	\$ -	\$ -
4500072649	12/30/2025	Gillig LLC	Small Business	B160-BUS ELECTRICAL	\$ 3,206.29	\$ -	\$ -
4500072650	12/30/2025	ProShine Global		P140-MAINTENANCE, HVAC	\$ 24,612.64	\$ -	\$ -
4500072651	12/31/2025	Cummins Inc	DBE	B200-BUS PWR TRAIN EQUIP	\$ 339.52	\$ -	\$ -
4500072652	12/31/2025	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 133.40	\$ -	\$ -
4500072653	12/31/2025	Transit Holdings Inc	Small Business	B160-BUS ELECTRICAL	\$ 578.91	\$ -	\$ -

Purchase Orders							
Purchase Orders	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500072654	12/31/2025	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 52.77	\$ -	\$ -
4500072655	12/31/2025	Network Industries, Inc.		F110-SHOP/BLDG MACHINERY	\$ 1,263.00	\$ -	\$ -
4500072656	12/31/2025	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 595.73	\$ -	\$ -
4500072657	12/31/2025	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 50.80	\$ -	\$ -
4500072658	12/31/2025	Home Depot USA Inc		F180-BUILDING MATERIALS	\$ 1,161.55	\$ -	\$ -
4500072659	12/31/2025	Home Depot USA Inc		F150-DOORS, OVERHEAD	\$ 52.76	\$ -	\$ -
4500072660	12/31/2025	Mike Farrar		B250-BUS REPAIR PARTS	\$ 8,189.00	\$ -	\$ -
4500072661	12/31/2025	Gillig LLC		B130-BUS BODY	\$ 1,638.16	\$ -	\$ -
4500072662	12/31/2025	W.W. Grainger Inc		B130-BUS BODY	\$ 166.01	\$ -	\$ -
4500072663	12/31/2025	Gillig LLC		B130-BUS BODY	\$ 4,726.38	\$ -	\$ -
4500072664	12/31/2025	Cummins Inc		B250-BUS REPAIR PARTS	\$ 44.48	\$ -	\$ -
4500072665	12/31/2025	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 1,935.97	\$ -	\$ -
4500072666	1/2/2026	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 2.91	\$ -	\$ -
4500072667	1/2/2026	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 197.72	\$ -	\$ -
4500072668	1/2/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 516.62	\$ -	\$ -
4500072669	1/2/2026	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 7,545.64	\$ -	\$ -
4500072670	1/2/2026	Freeby Signs		B250-BUS REPAIR PARTS	\$ 137.92	\$ -	\$ -
4500072671	1/2/2026	Uline Inc		P280-GENERAL SVC AGRMNTS	\$ 25.17	\$ -	\$ -
4500072672	1/2/2026	Leavitt Communications LLC		G220-OFFICE EQUIPMENT	\$ 175.36	\$ -	\$ -
4500072673	1/2/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 252.25	\$ -	\$ -
4500072674	1/2/2026	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 24.19	\$ -	\$ -
4500072675	1/2/2026	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,817.21	\$ -	\$ -
4500072676	1/2/2026	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 396.13	\$ -	\$ -
4500072677	1/2/2026	Waxie's Enterprises, LLC		G140-SHOP SUPPLIES	\$ 2,541.70	\$ -	\$ -
4500072678	1/2/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 4,290.47	\$ -	\$ -
4500072679	1/2/2026	Tribologik Corporation		G140-SHOP SUPPLIES	\$ 3,143.40	\$ -	\$ -
4500072680	1/2/2026	Tribologik Corporation		G140-SHOP SUPPLIES	\$ 3,163.81	\$ -	\$ -
4500072681	1/2/2026	Clarran Inc.	DBE	G150-FASTENERS	\$ 569.59	\$ -	\$ -
4500072682	1/2/2026	Fastenal Company		G150-FASTENERS	\$ 2,430.29	\$ -	\$ -
4500072683	1/2/2026	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 931.60	\$ -	\$ -
4500072684	1/2/2026	San Diego Friction Products, Inc.		B250-BUS REPAIR PARTS	\$ 851.78	\$ -	\$ -
4500072685	1/2/2026	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 1,351.16	\$ -	\$ -
4500072686	1/2/2026	Muncie Reclamation and Supply Co		B130-BUS BODY	\$ 539.65	\$ -	\$ -
4500072687	1/2/2026	Winzer Franchise Company		G150-FASTENERS	\$ 383.59	\$ -	\$ -
4500072688	1/2/2026	Gillig LLC		B250-BUS REPAIR PARTS	\$ 482.13	\$ -	\$ -
4500072689	1/2/2026	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$ 2,391.69	\$ -	\$ -
4500072690	1/2/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 980.74	\$ -	\$ -
4500072691	1/2/2026	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$ 560.44	\$ -	\$ -
4500072692	1/2/2026	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$ 831.85	\$ -	\$ -
4500072693	1/2/2026	Day Management Corp		G120-SECURITY	\$ 2,693.75	\$ -	\$ -
4500072694	1/4/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 705.59	\$ -	\$ -
4500072695	1/4/2026	Fastenal Company		R230-RAIL/LRV MECHANICAL	\$ 2,353.26	\$ -	\$ -
4500072696	1/4/2026	Clarran Inc.	DBE	G150-FASTENERS	\$ 148.55	\$ -	\$ -
4500072697	1/4/2026	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 67.43	\$ -	\$ -
4500072698	1/4/2026	Gillig LLC		B130-BUS BODY	\$ 1,283.92	\$ -	\$ -
4500072699	1/4/2026	Team One Repair Inc		G290-FARE REVENUE EQUIP	\$ 257.30	\$ -	\$ -
4500072700	1/5/2026	Transit Holdings Inc		B130-BUS BODY	\$ 200.42	\$ -	\$ -
4500072701	1/5/2026	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 42.76	\$ -	\$ -
4500072702	1/5/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,258.90	\$ -	\$ -
4500072703	1/5/2026	Transit Holdings Inc		B130-BUS BODY	\$ 417.64	\$ -	\$ -
4500072704	1/5/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 5,451.83	\$ -	\$ -
4500072705	1/5/2026	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 8.08	\$ -	\$ -
4500072706	1/5/2026	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,074.71	\$ -	\$ -
4500072707	1/5/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 166.58	\$ -	\$ -
4500072708	1/5/2026	Clarran Inc.	DBE	G130-SHOP TOOLS	\$ 225.43	\$ -	\$ -
4500072709	1/5/2026	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	\$ 715.87	\$ -	\$ -
4500072710	1/5/2026	VSI Technologies Inc	Woman Owned Business	G190-SAFETY/MED SUPPLIES	\$ 862.00	\$ -	\$ -
4500072711	1/5/2026	Siemens Mobility, Inc.		R230-RAIL/LRV MECHANICAL	\$ 6,998.74	\$ -	\$ -
4500072712	1/5/2026	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	\$ 468.51	\$ -	\$ -
4500072713	1/5/2026	Linkedin Corporation		P280-GENERAL SVC AGRMNTS	\$ 70,425.00	\$ -	\$ -
4500072714	1/5/2026	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 10,777.98	\$ -	\$ -
4500072715	1/5/2026	Southern Counties Oil Co, LP		A120-AUTO/TRUCK GASOLINE	\$ 2,200.91	\$ -	\$ -
4500072716	1/5/2026	Cummins Inc		B250-BUS REPAIR PARTS	\$ 3,000.26	\$ -	\$ -

Purchase Orders							
Purchase Orders	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500072717	1/5/2026	Cummins Inc		B250-BUS REPAIR PARTS	\$ 3,438.60	\$ -	\$ -
4500072718	1/5/2026	Westech Metal Fabrication Inc		F110-SHOP/BLDG MACHINERY	\$ 495.65	\$ -	\$ -
4500072719	1/5/2026	Motion Industries, Inc.		G130-SHOP TOOLS	\$ 232.40	\$ -	\$ -
4500072720	1/5/2026	Gillig LLC		B130-BUS BODY	\$ 30,439.31	\$ -	\$ -
4500072721	1/5/2026	Fastenal Company		R230-RAIL/LRV MECHANICAL	\$ 2,353.26	\$ -	\$ -
4500072722	1/6/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,789.79	\$ -	\$ -
4500072723	1/6/2026	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 14.82	\$ -	\$ -
4500072724	1/6/2026	Parts Authority, LLC		B160-BUS ELECTRICAL	\$ 13,963.48	\$ -	\$ -
4500072725	1/6/2026	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,059.03	\$ -	\$ -
4500072726	1/6/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 705.81	\$ -	\$ -
4500072727	1/6/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 51.21	\$ -	\$ -
4500072728	1/6/2026	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 1,747.83	\$ -	\$ -
4500072729	1/6/2026	Gillig LLC		B250-BUS REPAIR PARTS	\$ 8,186.47	\$ -	\$ -
4500072730	1/6/2026	W.W. Grainger Inc		B250-BUS REPAIR PARTS	\$ 165.76	\$ -	\$ -
4500072731	1/6/2026	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 368.98	\$ -	\$ -
4500072732	1/6/2026	San Diego Power LLC		P130-EQUIP MAINT REPR SVC	\$ 3,208.49	\$ -	\$ -
4500072733	1/6/2026	Hitachi Rail STS USA, Inc.		M150-PWR SWITCHES/LOCKS	\$ 3,473.11	\$ -	\$ -
4500072734	1/6/2026	Sid Tool Co., Inc.		G130-SHOP TOOLS	\$ 494.58	\$ -	\$ -
4500072735	1/6/2026	Midwest Motor Supply Co. Inc		G180-JANITORIAL SUPPLIES	\$ 1,427.47	\$ -	\$ -
4500072736	1/6/2026	Alpine Fence Inc.		F190-LANDSCAPING MAT'LS	\$ 2,652.64	\$ -	\$ -
4500072737	1/6/2026	Home Depot USA Inc		F180-BUILDING MATERIALS	\$ 341.58	\$ -	\$ -
4500072738	1/6/2026	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$ 1,272.53	\$ -	\$ -
4500072739	1/6/2026	Sorianos Pizzeria LLC		P480-EE MAINTENANCE	\$ 230.89	\$ -	\$ -
4500072740	1/6/2026	ON-LINE STAMPCO INC	Small Business	G200-OFFICE SUPPLIES	\$ 66.29	\$ -	\$ -
4500072741	1/6/2026	Taylor DM Brands		G250-NOVELTIES & AWARDS	\$ 528.32	\$ -	\$ -
4500072742	1/6/2026	J.A. Ferrari Print & Imagingg LLC		G230-PRINTED MATERIALS	\$ 7,958.85	\$ -	\$ -
4500072743	1/7/2026	Transit Holdings Inc		B130-BUS BODY	\$ 142.23	\$ -	\$ -
4500072744	1/7/2026	Digi-Key Corporation		R170-RAIL/LRV HVAC	\$ 584.14	\$ -	\$ -
4500072745	1/7/2026	HJR Equipment Rental, Inc.		F110-SHOP/BLDG MACHINERY	\$ 843.13	\$ -	\$ -
4500072746	1/7/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 1,804.90	\$ -	\$ -
4500072747	1/7/2026	Transit Holdings Inc		B130-BUS BODY	\$ 4,169.13	\$ -	\$ -
4500072748	1/7/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 5,168.71	\$ -	\$ -
4500072749	1/7/2026	Gillig LLC		B130-BUS BODY	\$ 4,077.19	\$ -	\$ -
4500072750	1/7/2026	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 2,331.47	\$ -	\$ -
4500072751	1/7/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 663.75	\$ -	\$ -
4500072752	1/7/2026	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 353.14	\$ -	\$ -
4500072753	1/7/2026	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 1,342.58	\$ -	\$ -
4500072754	1/7/2026	Radwell International LLC		M110-SUB STATION	\$ 2,595.62	\$ -	\$ -
4500072755	1/7/2026	VSI Technologies Inc	Woman Owned Business	G190-SAFETY/MED SUPPLIES	\$ 2,316.63	\$ -	\$ -
4500072756	1/7/2026	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	\$ 702.67	\$ -	\$ -

The U.S. Department of Transportation (USDOT) has issued an Interim Final Rule (IFR) that makes changes to the Disadvantaged Business Enterprise (DBE) program effective October 3, 2025. These changes affect how DBE firms become certified, how existing DBE firms maintain certification, and how recipients like MTS may count DBE participation. For any firms that are listed to have a DBE certification, the DBE certification is based on the old certification standards prior to October 3, 2025. MTS is currently reviewing the IFR and working with our funding agencies to identify what program and procedural changes may be necessary

REVENUE CONTRACTS AND MOUs				
Doc #	Organization	Subject	Amount	Day
G3162.0-26	SANDAG	SDLRR CTAC LEASE 4520 FEDERAL BLVD	\$60,000.00	17-Dec-25
S200-26-920.1	NATIONAL COMMUNITY RENAISSANCE OF CA	ROW PERMIT NAT CORE PALM CITY CONDUIT INSTALL	\$750.00	18-Dec-25
S200-26-928	NOVA SERVICES, INC	ROW PERMIT GEOTECH INVESTIGATIONS SPRING ST STATION	\$1,214.48	23-Dec-25
G2653.0-23.14	BRICEHOUSE STATION LLC	MASTER CONCESSION LICENSE	\$57,360.00	02-Jan-26



Agenda Item No. 5

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 15, 2025

SUBJECT:

Community Outreach Consultant Services – 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. G3074.0-25 (in substantially the same format as Attachment A), with Brown Marketing Strategies, Inc., dba CENTRIC (CENTRIC), a Women Owned Business Enterprise (WBE) and Small Business (SB), to provide Community Outreach Consultant Services in the amount of \$616,974.79 for a three (3) year base period with (2) two 1-year options, for a total of five (5) years; and
- 2) Exercise the option years at the CEO's discretion.

Budget Impact

This contract will be funded by the Marketing Department Operating Budget account 551010 – 571140. The total cost of this contract is shown below:

Description	Estimated Services	Estimated Pass-Through Expenses (sections 5.5(J) and 5.6 of SOW)	Extended Total
Year 1	\$93,164.80	\$65,000.00	\$158,164.80
Year 2	\$74,074.52	\$54,500.00	\$128,574.52
Year 3	\$65,439.10	\$44,000.00	\$109,439.10
Subtotal (Base Years)	\$232,678.42	\$163,500.00	\$396,178.42
Year 4 (Option Year 1)	\$65,439.10	\$44,000.00	\$109,439.10
Year 5 (Option Year 2)	\$67,357.27	\$44,000.00	\$111,357.27
Subtotal (Option Years)	\$132,796.37	\$88,000.00	\$220,796.37
Grand Total	\$365,474.79	\$251,500.00	\$616,974.79



DISCUSSION:

The MTS Marketing department relies on a third party to supplement staffing for outreach events and activities. In Fiscal Year (FY) 2025, MTS attended and/or hosted over sixty (60) community outreach events (and have attended over fifty (50) events in FY 2026 to date). A team of community ambassadors is trained on MTS's services and news to assist with community outreach efforts throughout the year (college campuses, employers, community fairs, etc.). The third-party contractor maintains a supply of relevant MTS collateral (schedules, brochures, promotional items, etc.), and ambassadors attend events with and/or in place of MTS staff, and provide information on trip planning, fares, customer service inquiries, upcoming service launches, and more.

On July 18, 2025, MTS issued a Request for Proposal (RFP) for Community Outreach Consultant Services. A total of four (4) proposals were received on the due date of September 11, 2025, from the following firms:

#	Proposer Name	Firm Certification
1	CENTRIC	SB (Micro), WBE
2	Cook & Schmid	SB (Micro), Small Business for the Purpose of Public Works (SB-PW)
3	Modern Times, Inc.	SB (Micro)
4	North Star Alliances	SB (Micro)

All proposals were deemed responsive and responsible and were evaluated by a committee consisting of representatives from the Finance and Marketing departments. The proposals were scored based on the following evaluation criteria:

Evaluation Criteria	Total Possible Points
Qualifications of the Firm or Individual	15
Staffing, Organization, and Management Plan	20
Work Plan	35
Cost and Price	30
Total	100

The following table illustrates the initial scores and ranking of each firm:

Proposer Name	Technical Score	Cost Score	Total Score (Maximum 100)	Ranking
CENTRIC	56.5	29.6	86.1	1
Cook & Schmid	42.3	30.0	72.3	3
Modern Times, Inc.	51.0	23.6	74.6	2
North Star Alliances	36.3	20.9	57.2	4

On October 17, 2025, Requests for Clarifications were sent to the two highest-ranked proposers after the evaluation panel's review, with responses due by October 24, 2025. Both proposers were asked to clarify the key staff members and roles to align with the cost sheet titles and rates.

After reviewing the responses to the Requests for Clarifications, a Request for Revised Proposal was sent to the highest-ranked firm, CENTRIC, on November 4, 2025, with the response due by November 11, 2025.

As a result of the revised cost proposal, CENTRIC, lowered its cost from its initial proposal amount of \$371,554.82 to \$365,474.79, a cost savings to MTS of approximately \$6,080.03 (or 1.7% of the services portion of the contract).

The contract also authorizes two different types of pass-through expenses to be invoiced to MTS: Community-Based Organization (CBO) subcontracts for specific events (under Section 5.5 of the Scope of Work) and also Outreach Event costs (under Section 5.6 of the Scope of Work). The CBO costs would relate to individual CBO participation in a particular outreach event or campaign. CBOs are an important component to MTS's outreach strategies because they generally have deep ties to individual neighborhoods or stakeholder groups and help MTS engage directly with interested parties and community members. The specified pass-through expenses for individual outreach events include:

- Parking for outreach staff at event;
- Dry cleaning for tablecloths;
- Registration/tabling fees;
- Other supplies and materials needed for outreach event;
- Mileage to and from the event.

Using past event and CBO expense information, MTS staff created an independent estimate of pass-through expenses related to CBOs and individual outreach events. That estimate is \$163,500 for the base period and \$88,000 for the option periods, for a total of \$251,500. The full contract authority will include a not-to-exceed budget equal to these amounts to authorize payment of such pass-through expenses on contract invoices. This brings the total contract authority to \$616,974.79

Based on the objectives of this procurement, consideration of the evaluation criteria and CENTRIC's technical and cost proposals, the evaluation committee determined that CENTRIC, presented the best overall value to MTS.

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

1. Execute MTS Doc No. G3074.0-25 (in substantially the same format as Attachment A), with CENTRIC, to provide Community Outreach Consultant Services in the amount of \$616,974.79 for a three (3) year base period with (2) two 1-year options, for a total of five (5) years (\$396,178.42 for the 3-year base period and \$220,796.37 for two 1-year options, inclusive of pass-through costs); and

2. Exercise the option years at the CEO's discretion.

Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Agreement MTS Doc. No. G3074.0-25



**STANDARD AGREEMENT
FOR
MTS DOC. NO. G3074.0-25**

COMMUNITY OUTREACH CONSULTING SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 2025 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:	Brown Marketing Strategies, Inc., dba CENTRIC	Address:	2845 Nimitz Blvd, Suite C
		San Diego	CA
		City	State
Form of Business:	Corporation		92106
(Corporation, Partnership, Sole Proprietor, etc.)			Zip
		Email:	shannon@centricmarketing.com
Telephone:	(619) 300-1962		
Authorized person to sign contracts	Shannon Brown	President/CEO	
	Name	Title	

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

The contract term is for a three (3) year base period with two (2) 1-year options, exercisable at MTS's sole discretion, for a total of five (5) years. Base period shall be effective April 1, 2025 through March 31, 2028 and option years shall be effective April 1, 2028 through March 31, 2030, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$396,178.42 for the base years and \$220,796.37 for the option years, for a contract total not to exceed \$616,974.79 without the express written consent of MTS.



Description	Estimated Services*	Estimated Pass-Through Expenses** (sections 5.5(J) and 5.6 of SOW)	Extended Total
Year 1	\$93,164.80	\$65,000.00	\$158,164.80
Year 2	\$74,074.52	\$54,500.00	\$128,574.52
Year 3	\$65,439.10	\$44,000.00	\$109,439.10
Subtotal (Base Years)	\$232,678.42	\$163,500.00	\$396,178.42
Year 4 (Option Year 1)	\$65,439.10	\$44,000.00	\$109,439.10
Year 5 (Option Year 2)	\$67,357.27	\$44,000.00	\$111,357.27
Subtotal (Option Years)	\$132,796.37	\$88,000.00	\$220,796.37
Grand Total	\$365,474.79	\$251,500.00	\$616,974.79

*Estimated Services are based on proposed hourly labor rates and estimated hours per role. Contractor shall be paid for actual hours worked, consistent with Exhibit B and the Scope of Work, up to the not-to-exceed authority stated above.

**Estimated Expenses are pass-through costs authorized under Section 5.6 of the Scope of Work for Contractor reimbursement based on project requirements. This amount represents a not-to-exceed funding authority.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	BROWN MARKETING STRATEGIES, INC., DBA CENTRIC
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____

EXHIBIT A

SCOPE OF WORK

5. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

5.1. BACKGROUND

The San Diego Metropolitan Transit System's (MTS) Marketing and Communications Department is seeking a qualified consultant to provide support for the agency's community outreach activities. The contract term is for up to three (3) base years and two (2) 1-year options, exercisable at MTS's sole discretion, for a total of five (5) years.

MTS is the public transportation provider for the central, southern and eastern parts of San Diego County, spanning 10 cities and unincorporated parts of San Diego County. MTS operates four light rail lines, and approximately 100 bus routes in the region, totaling more than 75 million annual passenger trips.

As a public agency, MTS maintains a robust community outreach calendar to actively engage with various audiences including transit riders and the general public. On average, MTS may attend up to 100 events in a calendar year to educate and engage the public on a variety of topics, including, but not limited to, service updates or alerts, fare information, public safety information, rider appreciation events and more. MTS anticipates the following number of four-hour outreach shifts per contract year:

Year One: 200

Year Two: 130

Year Three: 130

Year Four (Option Year One): 130

Year Five (Option Year Two): 130

This contract will require a substantial amount of weekend, evening and early morning hours.

Under this contract, the primary roles and responsibilities of the Consultant will include:

- Maintaining a staff of qualified and trained ambassadors, including bilingual staffing support
- Provide staffing at community outreach events, including set-up and breakdown of event materials
- Help manage the agency's Community Based Organization participation program

5.2. CONSULTANT RESPONSIBILITIES

A. Staff a Qualified Team of Ambassadors

The selected consultant will be expected to maintain a reliable and consistent team of brand ambassadors. The consultant will be solely responsible for the recruitment and employment of the ambassador team. MTS will reserve the right to request ambassador(s) hired by the consultant not be assigned to MTS events if they do not meet the expected quality standards.

Ambassadors assigned to work MTS events shall reflect the following:

- i. Have a professional, well-groomed appearance suitable for casual business attire (e.g. no ripped or stained clothing, must wear closed-toes shoes at all outreach events)
 - a. MTS will provide each Ambassador up to two (2) MTS polos, one (1) jacket and one (1) vest during their first year of service under this contract. They may receive one (1) additional polo per year after that. Additional jackets and/or vests may be provided on an as needed basis, upon written request to the MTS Project Manager. Lost polos will be replaced by the Consultant at cost.
- ii. Are friendly and able to engage the public in relevant conversation about their travel habits
- iii. Able to learn relevant MTS information and provide meaningful information to the public about MTS services (routes, schedule information, customer support information, fares, etc.).
- iv. Have excellent communication skills in English, with proficiency in Spanish strongly preferred.
 - a. While not all Ambassadors are expected to be bilingual, the selected Consultant will be required to maintain a minimum of two (2) Ambassadors fully fluent in Spanish that would be made available for MTS events.
 - b. Other languages spoken in San Diego such as Tagalog, Vietnamese, Arabic and Chinese are also desirable.
- v. Able to provide their own transportation to events and be able to set up and tear down information tables and pop-up tents, weighing between 25 and 50 pounds; and
- vi. Able to attend night, weekend and early morning events as needed.

Any Ambassador assigned to MTS outreach events will be required to receive training prior to staffing an event. To help facilitate this, the selected Consultant will:

- i. Coordinate Ambassadors' attendance at initial training event with MTS Marketing & Communications staff.
- ii. After initial training event, Consultant will be responsible for training new hires on basic MTS information, and any current special initiatives.
- iii. For special projects, MTS may require staff to attend training prior to conducting outreach associated with the project.
- iv. MTS may schedule other semi-regular training sessions (i.e. quarterly or biannually), or as-needed. The selected Consultant will work with the MTS Project Manager to ensure the highest possible number of Ambassadors will be made available for all trainings.

B. Manage Outreach Events and Send Appropriate MTS Materials

- i. Upon request of the MTS Project Manager, the select Consultant may be asked to help research events and/or build a joint community outreach calendar.
 - a. MTS may also request that the selected Consultant handle MTS event registration, including, but not limited to: booking fees, registration forms, and vendor communications.
- ii. Upon confirmation from the MTS Project Manager, provide staffing plan to MTS within 48 hours of MTS notification of new event.
 - a. The selected Consultant will also be responsible for relaying all relevant event information to the Ambassador(s) staffing the event.
- iii. MTS and Consultant will determine best practices for coordinating pick-up and drop-off of collateral for events; however, the selected Consultant will be expected to responsibly house a variety of information and materials, provided by MTS at no cost to Consultant.
 - a. Items should be stored in a manner to protect them from damage or loss.
 - b. Items may include: tent, tables, chairs, easels, tablecloths, educational materials, promotional items and more.

C. Reporting

- i. Consultant will provide a report for each outreach activity including event overview, staff hours worked (including specifying hours worked on special projects, as directed by MTS), customer comments/feedback and any recommendations for improvement.
- ii. MTS will provide the Consultant with an online survey link to be completed for each event which includes metrics for estimated number of interactions at information table, amount of materials distributed as well as recommendations for the future.
 - a. The form will also request photos from the event as proof of performance and/or for MTS promotion of community outreach activities.
 - b. This form will be used to help MTS complete several of its federal and state audits related to outreach and communications to underserved communities. As such, it is of vital importance that Ambassadors complete the event form for each event attended, to the best of their recollection and knowledge.
- iii. Consultant will prepare two presentations per year (initial six-month report; 12-month report), documenting outreach activities and events, communities served and number of people who received information.

5.3. AMBASSADOR RESPONSIBILITIES

In addition to the qualifications listed in Section A above, Ambassadors shall:

- A. Represent MTS at outreach events
- B. Familiarize themselves with MTS's goals, and discuss MTS services, including route information, fares and the use of trip-planning tools at outreach events.
- C. Arrive timely at outreach events, set up and breakdown information tables/booths.
- D. Maintain a positive and professional disposition and demeanor at all times.

In addition to the above duties, lead ambassador(s) shall:

- A. Have more extensive knowledge of the MTS system, including but not limited to: staying up-to-date on all MTS projects (construction, future transit lines, etc.), and how to respond appropriately to nuanced customer service issues (e.g. safety and security).
- B. Help train new ambassadors on-site at outreach events.

The following is a sample of the variety of events and target audiences MTS outreach consultant may be asked to staff. This list is in no way wholly reflective of the MTS event schedule or event types.

EVENT	AUDIENCE	MESSAGE FOCUS
Chula Vista Lemon Festival	South Bay Residents	Large community event where focus may be on a new route or service (like Route 910), and bilingual staff is important
Free Ride Day	Current and Potential Riders	Appreciation event for current riders, relationship building with giveaways and customer service focus; also an opportunity to engage with a transit-interested audience who may need to be persuaded or encouraged to choose transit more.
Transit Center Pop-Up	Current Riders	May include important service change info, surveying riders and more.
Try Transit	Employees	Discussing transit options, including Park & Rides, geographically significant routes, and the basics of how to ride.
Taking Transit 101	New Riders	Presentation for large groups of new riders, teaching the ins and outs of how to get started on transit.

5.4. TARGET AUDIENCES

MTS outreach events are often tailored to a specific demographic or community group such as riders of a certain route or routes, non-riders, potential riders, residents of a certain neighborhood

or community, employees going to a specific job site, students going to a specific college or university, seniors, etc.

5.5. COMMUNITY BASED ORGANIZATION (CBO) COORDINATE AND OVERSIGHT

Consultant shall, at the direction of MTS staff, conduct an evaluation of available Community Based Organizations (CBO) to assist with the outreach efforts of MTS by:

- A. Assisting MTS in the development of a Required Qualifications Questionnaire (RQQ) for CBO's for a particular outreach campaign.
- B. Circulate RQQ to potential CBOs that have expressed interest in working with MTS in outreach efforts. The list of potential CBOs will be maintained by MTS staff; however, the selected consultant may be asked to provide research support for qualified CBOs and/or contact information.
- C. Manage the RQQ timeline process, and record all received submissions.
- D. The selected Consultant will evaluate submission jointly with MTS staff and establish a list of qualified CBOs to work on the outreach campaign.
- E. Finalize the scope of work for each CBO in conjunction with MTS staff, and solicit a price proposal from each CBO for the work that they will perform.
- F. Execute a task order with each CBO and ensure required insurance is in place prior to the commencement of outreach efforts.
- G. Work with MTS to establish a training schedule for selected CBOs for each outreach campaign, to ensure participating CBOs are well versed in the campaign objectives.
- H. Maintain responsibility for managing CBO activities as related to the established Task Order.
- I. Provide a report outlining the level of effort for the CBOs and ensure proper invoicing for the work is performed by the CBO.
- J. Coordinate payment to the CBOs and issue invoice for CBO costs to MTS.

5.6. BILLING

- A. Consultant will send monthly invoices outlining staffing hours separated into the different labor categories/classifications. Outreach staff will be reimbursed hourly starting upon arrival at the events and paid up through the departure from the event location. Travel time to/from events is not included in the billable hours.
- B. Billing for staff hours shall be billed to the nearest 15-minute increment.
- C. Consultant may bill for any of the following expenses, at cost, with prior written authorization from the MTS Project Manager:
 - i. Parking for outreach staff at event;
 - ii. b. Dry cleaning for tablecloths
 - iii. c. Registration/tabling fees

- iv. d. Other supplies and materials needed
- D. Mileage to and from the event will be reimbursed in accordance with the IRS standard mileage rate. Mileage will be calculated between consultant's office location and the event location, unless staff is traveling from a closer location to the event.
- E. Invoice submittal shall include receipts for the above listed and proof of written approval from MTS Project Manager.
- F. Consultant will be responsible for all payments made to CBOs and issue invoices for CBO costs to MTS under a specific line item.
- G. Invoices must include the MTS PO Number and be billed in accordance with PO line items.
- H. Invoices should be emailed directly to ap@sdmts.com, with a cc to the MTS Project Manager. Failure to send invoices directly to the MTS Accounts Payable team may result in delayed payment.

5.7. INVOICES

Invoices must be sent to the MTS Accounting Department, via email, at ap@sdmts.com. All invoices must have the Purchase Order and contract number clearly displayed to ensure timely payment. MTS will not pay on packing slips, receiving documents, delivery documents, or other similar documents. Invoices must be submitted for payment.

Payment terms shall be net 30 days from invoice date.

Contractors must also indicate if any of the invoiced amount(s) is for service or work provided by a subcontractor and indicate the amount that will be paid to the subcontractor. Contractors must also comply with the prompt payment requirements in the *Prompt Progress Payments* section of the Standard Conditions.

5.8. [NOT APPLICABLE] CONTRACTOR'S INFORMATION SECURITY RESPONSIBILITIES

5.9. [NOT APPLICABLE] BUY AMERICA

5.10.1. [NOT APPLICABLE] CONSTRUCTION MATERIALS

5.10.2. [NOT APPLICABLE] MANUFACTURED PRODUCT

5.10.3. [NOT APPLICABLE] ROLLING STOCK

5.10.4. [NOT APPLICABLE] IRON OR STEEL

5.10. [NOT APPLICABLE] SAFETY DATA SHEETS (SDS)

5.11. [NOT APPLICABLE] NO RIGHT TO POST SIGNS

5.12. [NOT APPLICABLE] REPLACEMENT PARTS

5.13. [NOT APPLICABLE] DELIVERY AND ACCEPTANCE

5.14. [NOT APPLICABLE] EXPEDITING

5.15. [NOT APPLICABLE] ACQUISITION OF ROLLING STOCK

EXHIBIT B

COST/PRICING FORM

COST PRICING FORM				
MTS DOC NO. G3074.0-25 - COMMUNITY OUTREACH CONSULTING SERVICES RFP				
Instructions: Please complete the form below by filling in the Organization Name, Hourly Rate, and Extended Cost for each item. Costs shall be total all-inclusive, including, but not limited to, transporting a vehicle to and from MTS, travel, insurance, etc. No additional costs are allowed.				
Organization Name:		Brown Marketing Strategies, Inc. (DBA CENTRIC)		
BASE YEAR 1				
Item	Classification	Estimated Hours	Hourly Rate	Extended Cost
1	Outreach Ambassador	750	\$ 65.00	\$ 48,750.00
2	Lead Ambassador	150	\$ 102.18	\$ 15,327.00
3	Events and Training Staff	150	\$ 150.26	\$ 22,539.00
4	Lead Ambassador CBO	20	\$ 102.18	\$ 2,043.60
5	Events and Training Staff CBO	20	\$ 150.26	\$ 3,005.20
Total Year 1				\$ 93,164.80
* \$1,500 added for mileage				
BASE YEAR 2				
Item	Classification	Estimated Hours	Hourly Rate	Extended Cost
1	Outreach Ambassador	600	\$ 65.00	\$ 39,000.00
2	Lead Ambassador	120	\$ 102.18	\$ 12,261.60
3	Events and Training Staff	120	\$ 150.26	\$ 18,031.20
4	Lead Ambassador CBO	13	\$ 102.18	\$ 1,328.34
5	Events and Training Staff CBO	13	\$ 150.26	\$ 1,953.38
Total Year 2				\$ 74,074.52
* \$1,500 added for mileage				
BASE YEAR 3				
Item	Classification	Estimated Hours	Hourly Rate	Extended Cost
1	Outreach Ambassador	500	\$ 68.96	\$ 34,480.00
2	Lead Ambassador	100	\$ 108.40	\$ 10,840.00
3	Events and Training Staff	100	\$ 159.41	\$ 15,941.00
4	Lead Ambassador CBO	10	\$ 108.40	\$ 1,084.00
5	Events and Training Staff CBO	10	\$ 159.41	\$ 1,594.10
Total Year 3				\$ 65,439.10
* \$1,500 added for mileage				
OPTION YEAR 1 - (YEAR 4)				
Item	Classification	Estimated Hours	Hourly Rate	Extended Cost
1	Outreach Ambassador	500	\$ 68.96	\$ 34,480.00
2	Lead Ambassador	100	\$ 108.40	\$ 10,840.00
3	Events and Training Staff	100	\$ 159.41	\$ 15,941.00
4	Lead Ambassador CBO	10	\$ 108.40	\$ 1,084.00
5	Events and Training Staff CBO	10	\$ 159.41	\$ 1,594.10
Total OPTION YEAR 1 (Year 4)				\$ 65,439.10
* \$1,500 added for mileage				
OPTION YEAR 2 - (YEAR 5)				
Item	Classification	Estimated Hours	Hourly Rate	Extended Cost
1	Outreach Ambassador	500	\$ 71.03	\$ 35,514.40
2	Lead Ambassador	100	\$ 111.65	\$ 11,165.20
3	Events and Training Staff	100	\$ 164.19	\$ 16,419.23
4	Lead Ambassador CBO	10	\$ 111.65	\$ 1,116.52
5	Events and Training Staff CBO	10	\$ 164.19	\$ 1,641.92
Total OPTION YEAR 2 (Year 5)				\$ 67,357.27
* \$1,500 added for mileage				
Overall Five Year Total (BASE AND OPTIONS)				\$365,474.79
*Sales tax to be calculated by MTS (as applicable). *Proposed pricing shall be fixed for the entire project. *Proposer accepts responsibility for accuracy and presentation of the proposal. MTS is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in the bid. *This offer shall remain firm for minimum 90 days from the quote due date. *The estimates described and displayed on this pricing form is for evaluation purposes only. They represent what MTS anticipates as a requirement, but MTS does not guarantee this quantity. The actual quantity ordered may be more or less than what is anticipated on the cost form, and it is dictated by MTS's actual requirements and the available funding at the time each order is initiated.				

Estimated Pass-Through Expenses under Sections 5.5(J) (Community-Based Organization (CBO) Payment and Invoicing) and 5.6 (Billing - Outreach Event Expenses) of the Scope of Work (not-to-exceed authority):

Other Expenses	Qty	Unit Rate	Total Cost <i>Hours x Unit Rate</i>
Base Period			
Outreach Expenses Year 1 - § 5.6 of SOW	1	\$ 5,000.00	\$ 5,000.00
CBO Expense Year 1 - § 5.5(J) of SOW	1	\$ 60,000.00	\$ 60,000.00
Outreach Expenses Year 2 - § 5.6 of SOW	1	\$ 4,500.00	\$ 4,500.00
CBO Expense Year 2 - § 5.5(J) of SOW	1	\$ 50,000.00	\$ 50,000.00
Outreach Expenses Year 3 - § 5.6 of SOW	1	\$ 4,000.00	\$ 4,000.00
CBO Expense Year 3 - § 5.5(J) of SOW	1	\$ 40,000.00	\$ 40,000.00
Subtotal - Base Period			\$ 163,500.00
Option Years			
Outreach Expenses Year 4 - § 5.6 of SOW	1	\$ 4,000.00	\$ 4,000.00
CBO Expense Year 4 - § 5.5(J) of SOW	1	\$ 40,000.00	\$ 40,000.00
Outreach Expenses Year 5 - § 5.6 of SOW	1	\$ 4,000.00	\$ 4,000.00
CBO Expense Year 5 - § 5.5(J) of SOW	1	\$ 40,000.00	\$ 40,000.00
Subtotal - Base Period			\$ 88,000.00
<i>Total Estimated Other Expenses:</i>			\$ 251,500.00

Overall Summary of Contract Funding Authority:

Description	Estimated Services	Estimated Pass-Through Expenses (sections 5.5(J) and 5.6 of SOW)	Extended Total
Year 1	\$ 93,164.80	\$ 65,000.00	\$ 158,164.80
Year 2	\$ 74,074.52	\$ 54,500.00	\$ 128,574.52
Year 3	\$ 65,439.10	\$ 44,000.00	\$ 109,439.10
Subtotal (Base Years)	\$ 232,678.42	\$ 163,500.00	\$ 396,178.42
Year 4 (Option Year 1)	\$ 65,439.10	\$ 44,000.00	\$ 109,439.10
Year 5 (Option Year 2)	\$ 67,357.27	\$ 44,000.00	\$ 111,357.27
Subtotal (Option Years)	\$ 132,796.37	\$ 88,000.00	\$ 220,796.37
Grand Total	\$ 365,474.79	\$ 251,500.00	\$ 616,974.79

EXHIBIT C

STANDARD CONDITIONS

STANDARD CONDITIONS

7.1. COMPLETE AGREEMENT

This Agreement, including all applicable terms, conditions, and specifications, is the entire agreement of the parties and no attempted modification shall be binding unless in writing and signed by MTS and the Contractor.

MTS reserves the right to use alternative vendors/contractors at any time for any reason.

7.2. COUNTERPARTS

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

7.3. SURVIVAL

Notwithstanding MTS's acceptance of the services and payment therefore, Contractor shall remain obligated under all clauses of this Agreement which expressly, or by their nature, extend beyond and survive such acceptance and payment.

7.4. DUTY TO CLARIFY OBVIOUS AMBIGUITY

The Contractor is required to seek clarification of any obvious ambiguity contained in the contract documents. Failure to do so will result in an interpretation of the ambiguous provision favorable to MTS should a dispute later arise concerning that provision.

7.5. NOTICES

All notices or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States Post Office, addressed as follows:

To MTS:

San Diego Metropolitan Transit System (MTS)
Attention: Chief Executive Officer
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490

To Contractor:

As shown on front page.

7.6. CHANGES IN WORK

No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the MTS Project Manager and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The written notice of potential change in work be given to MTS prior to the time Contractor shall have performed the work within fifteen (15) days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential change in work.

The MTS Project Manager may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Contractor or ordered by the MTS Project Manager, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

7.7. SEVERABILITY

If any term, provision, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.8. TERMINATION OF AGREEMENT

7.8.1. TERMINATION FOR CONVENIENCE

Performance under this agreement may be terminated by MTS in accordance with this clause in whole or, from time-to-time, in part, whenever MTS shall elect. Any such termination shall be affected by delivery to Contractor of a Notice of Termination specifying the extent to which performance under this agreement is terminated, and the date upon which such termination becomes effective. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:

- A. immediately discontinue performance on the date and to the extent specified in the notice;
- B. place no further orders for materials other than as may be necessarily required for completion of such portion of the agreement that is not terminated;
- C. promptly make every reasonable effort to either obtain cancellation on terms satisfactory to MTS of all orders to Contractor's suppliers to the extent they relate to the performance of that portion terminated, or upon MTS concurrence assign to MTS those orders; and
- D. assist MTS, upon request, in the maintenance, protection and disposition of property acquired by MTS under this agreement.

If claimed in writing within 30 calendar days after Notice of Termination, MTS will pay to Contractor an equitable adjustment to include (without duplication of any item):

- A. all amounts due and not previously paid to Contractor for goods completed in accordance with this agreement prior to such notice;
- B. a reasonable amount for any goods and materials then in production; provided that no such adjustment be made in favor of Contractor with respect to any goods which are Contractor's standard stock;
- C. costs of settling and paying supplier's claim arising out of the canceled orders; and
- D. a reasonable profit for costs incurred in the performance of that portion terminated; provided, however, that if it appears that Contractor would have sustained a loss on the entire agreement had it been completed, no profit shall be included.

The total sum to be paid to Contractor under this clause, shall not exceed the total order price as reduced by the amount of payments otherwise made, and as further reduced by the order price of that portion not terminated, and will not include any consideration for loss of anticipated profits on the terminated portion all claims for which seller agrees to waive.

7.8.2. TERMINATION FOR DEFAULT

In case of Contractor breach or failure to perform, MTS reserves the right to terminate the contract for default. MTS may award the contract to the next lowest responsive, responsible Proposer, solicit new bids, or pursue any other remedy authorized by law.

In addition to any remedy authorized by law, money due to the Contractor under and by virtue of contract, as shall be considered necessary by MTS, may be retained by MTS until disposition has been made of such suits or claims for damages. The retention of money due to the Contractor shall be subject to the following:

- A. MTS will give the Contractor ten (10) days' notice of its intention to retain funds from any partial payment, which may become due to the Contractor prior to acceptance by MTS of the contract. Retention of funds from any payment made after acceptance may be made without such prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments.
- C. If MTS has retained funds, and it is subsequently determined that MTS is not entitled to be indemnified and saved harmless by the Contractor in connection with the matter for which such retention was made, MTS shall be liable for interest earned on the amount retained for the period of such retention.

MTS may terminate the contract by serving a notice of termination on the Contractor. Notice shall set forth the manner in which the Contractor is in default, and provide the Contractor with ten (10) days' time to cure the default to the satisfaction of MTS. This cure period may be adjusted if the parties so agree in writing. If MTS determines after the cure period that the default is not cured, MTS will issue a "show cause" letter to the Contractor requesting from the Contractor reasons why this contract should not be terminated. If MTS does not find that the Contractor has demonstrated sufficient reason for its failure to cure, the contract shall be deemed terminated. The Contractor shall only be paid the contract price for supplies received and accepted, or services performed in accordance with the manner set forth in the contract. If MTS determines that the Contractor had an excusable reason for not performing such as a strike, fire, flood, or other events, which are not the fault of, or beyond the control of the Contractor, MTS may allow the Contractor to continue work or terminate the contract for convenience.

7.9. ASSIGNABILITY

- A. By MTS. This contract is assignable, in whole or in part, to any other government agency, including the North County Transit District and/or the San Diego Association of Governments and/or the Metropolitan Transit System. The party wishing to exercise the assignment (also known as a "piggyback") shall perform an independent cost estimate to determine fair and reasonable pricing, and shall enter into its own contract with the vendor based upon the terms and conditions of this Request for Proposal. Any assignment or

piggyback shall comply with Federal Transit Administration (FTA) requirements if applicable. MTS shall have no responsibility or liability for any such assignment or piggyback.

- B. By Contractor. Any attempt by Contractor to assign, subcontract, or transfer all or part of this Agreement shall be void and unenforceable without MTS' prior written consent; which consent shall not be unreasonably withheld. Any such consent shall not relieve Contractor from full and direct responsibility for all services performed prior to the date of assigning, subcontracting, or transferring this Agreement. In the event of an authorized assignment by MTS or applicable law, all terms, conditions, and provisions of this contract shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties.

Any assignment of this Agreement or of any rights hereunder of hypothecation thereof in any manner, in whole or in part, without the prior written consent of MTS shall be null and void. Notwithstanding the foregoing, Contractor may assign monies due or to become due under this Agreement, and such assignments will be recognized by MTS, provided that written notice thereof is given to MTS at least ten (10) calendar days before payment is due. Any assignment of monies shall be subject to proper setoffs in favor of MTS to all deductions provided for in this Agreement. All money withheld, whether assigned or not, shall be subject to being used by MTS for the completion of the Agreement, in the event Contractor should be in default therein.

In the event of an authorized assignment by MTS or applicable law, all terms, conditions, and provisions hereof shall inure to and bind hereto their and each of their respective heirs, executors, administrators, successors, and assigns.

7.10. STANDARD OF PERFORMANCE

Contractor's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this contract and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

7.11. TIME

The Contractor acknowledges that timely performance is an important element of this Agreement. Accordingly, the Contractor shall put forth its best professional effort to complete its services in accordance with the agreed-upon schedule.

7.12. EXCUSABLE DELAYS / FORCE MAJEURE

Timely performance and deliveries are essential to this Agreement. However, Contractor will not be liable for delays in performing its obligations to the extent the delay is caused by an unforeseeable condition, which is beyond Contractor's reasonable control, without Contractor's fault or negligence. Acts of God, such as storms or floods, as well as government priorities, acts of civil or military authorities, fires, strikes, epidemics, war or riot, are examples of events which

will be excusable for being beyond Contractor's reasonable control only upon fulfillment of the following conditions: (a) within seven (7) calendar days of the commencement of any excusable delay, Contractor shall provide MTS with written notice of the cause and extent thereof, as well as request for a schedule extension for the estimated duration thereof; and (b) within seven (7) calendar days of the cessation of the event causing delay, Contractor shall provide MTS with written notice of the actual delay incurred, upon receipt of which the date of promised delivery shall be extended for the time actually lost by reason of an excusable delay.

7.13. SUSPENSION OF WORK

MTS may at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying or interrupting all or any part of the Work for a specified period of time. The Contractor shall comply immediately with any such written order and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of work stoppage. Contractor shall continue the Work that is not included in the suspension and shall continue such ancillary activities as are not suspended. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction from MTS. The Contractor shall be allowed an equitable adjustment in the Contract price and/or an extension of the Contract time, to the extent that cost or delays are shown by the Contractor to be directly attributable to any suspension. However, no adjustment shall be made under this section for any suspension, delay or interruption due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for, or excluded under any other term or condition of the Contract. As soon as reasonably possible but no later than forty-five (45) calendar days, or any other period of time agreed to by the parties, after receipt of the written suspension of work notice, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the suspension, delay or interruption.

7.14. INSPECTION AND TESTING

Except as otherwise expressly provided herein, Contractor shall be responsible for all inspection and testing, and agrees to strictly follow the standards of quality specified by MTS in addition to those customary in the industry. MTS shall be afforded free access to plants of Contractor and its suppliers in order to make surveillance inspections to monitor compliance with contractual quality requirements, and MTS's right to inspect, examine, and test the goods shall extend through the manufacturing process, the time and shipment, and a reasonable time after arrival at the ultimate destination. Contractor's failure to adhere to the standards of quality required under this Agreement shall be deemed to be reasonable grounds for insecurity justifying a written demand from MTS that Contractor provide adequate assurance of Contractor's ability to meet said standards.

Goods shall not be deemed accepted until finally inspected and examined at final destination.

The making or failure to make any surveillance inspection or examination of, payment for, or acceptance of the goods shall in no way impair MTS's right to reject nonconforming goods, or to avail itself of any other remedies to which MTS may be entitled, notwithstanding MTS's knowledge of the nonconformity, its substantiality, or the ease of its discovery.

7.15. INDEPENDENT CONTRACTOR

Contractor hereby declares that it is engaged in an independent business and agrees that in the performance of this Agreement it shall act as an independent contractor and not as an employee of MTS. Contractor has and hereby retains full control of all the employment, compensation, and discharge of all employees of Contractor assisting in its performance hereunder. Contractor shall be fully responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding tax, and all other laws and regulations governing such matters. Contractor shall be responsible for its own acts and those of its agents and employees during the term of this Agreement. MTS shall be responsible for its own acts and those of its agents and employees during the term of this Agreement. Except as otherwise specifically provided, as an independent contractor, Contractor is solely responsible for determining the means and methods of performing the services described in the scope of work. Contractor shall perform the work contemplated with resources available within its own organization.

7.16. THIRD PARTY BENEFICIARIES

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract

7.17. SUBCONTRACTORS

Contractor agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to MTS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and MTS. MTS reserves the right to approve all subcontractors. MTS's approval of any subcontractor under this Agreement shall not in any way relieve Contractor of its obligations under this Agreement.

7.18. INDEMNITY

As between MTS and Contractor, Contractor is deemed to assume responsibility and liability for, and Contractor shall defend, indemnify and hold harmless, MTS, SDTI, SDTC, SD&AE, SD&IV and any and all of its directors, officers, agents or employees from and against any and all claims, loss, damage, charge, or expense, whether direct or indirect, which MTS, SDTI, SDTC, SD&AE, SD&IV or such directors, officers, agents or employees may be put or subjected, by reason of any damage, loss, or injury of any kind or nature whatever to persons or property caused by or resulting from or in connection with any negligent act or action, or any neglect, omission, or failure to act when under a duty to act on the part of Contractor or any of its officers, agents, servants, employees or subcontractors in its or their performance under this Agreement. In addition to any other remedy authorized by law, so much of the money due Contractor under this Agreement as shall be considered necessary by MTS may be retained until disposition has been made of any claim for damages.

7.19. DISPUTES, CLAIMS, AND RESOLUTION

MTS and the Contractor agree that every effort shall be made to resolve any dispute arising under this Agreement informally through their designated representatives. If the informal efforts are unsuccessful, then either party may request mediation by submitting a written request signed by an officer with the authority to bind the Contractor or MTS. Within five (5) business days of the request of any party, the parties shall mutually agree on the person or alternative dispute resolution agency to conduct the mediation. If the parties are unable to agree on the person or alternative dispute resolution agency to conduct the mediation, the initiating party may arrange for the office of the American Arbitration Association in downtown San Diego, California, to perform the mediation. The initiating party shall then schedule the mediation so that it is conducted within fifteen (15) business days of the mediator's appointment. The costs of the mediation and fees of the mediator, if any, shall be borne by the requesting party. Any dispute not resolved through the mediation may proceed to litigation in a court of competent jurisdiction in the County of San Diego, State of California, unless the parties agree in writing to submit the dispute to binding arbitration.

Should the Contractor suffer any injury or damage to person or property because of any alleged act or omission of MTS, or if any of Contractor's employees, agents, or others for whose acts the Contractor is legally liable suffers any injury or damages to person or property because of any alleged act or omission of MTS, a written claim for damages shall be filed with the MTS Office of General Counsel in accordance with the provisions of California Government Code section 900 et seq.

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by MTS or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder except as may be specifically agreed to in writing.

7.20. NONWAIVER

Failure of MTS to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein, or by law, or to properly notify Contractor in the event of breach, or the acceptance of payment for any goods hereunder, or review of design, shall not release Contractor from any of the warranties or obligations of this agreement, and shall not be deemed a waiver of any right of MTS to insist regardless when shipped, received, or accepted or as to any prior or subsequent default hereunder, nor shall any revision of this agreement by MTS operate as a waiver of any of the terms hereof. A requirement that a Contractor's document be submitted for or subject to "authorization to proceed," "approval," "acceptance," "review," "comment," or combinations of such words or words of like import shall mean, unless the context clearly indicates otherwise, that Contractor shall, before implementing the information in the document, submit the document, obtain resolution of any comments, and obtain written authorization from MTS to proceed, and shall mean that a complete check will be performed. Authorization to proceed shall not constitute acceptance or approval of design details, calculations, analyses, test methods, or materials developed or selected by Contractor and shall not relieve Contractor from full compliance with contractual obligations.

7.21. GOVERNING LAW AND CHOICE OF FORUM

The definition of terms used, interpretation of this Agreement, and rights of all parties hereunder shall be determined in accordance with the laws of the State of California.

Any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal or state courts located in San Diego County, California, and the Contractor and MTS hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

7.22. LITIGATION EXPENSES

Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs, and attorney's fees shall be paid to the prevailing party.

7.23. INSURANCE

Contractor will include the contract number on all insurance-related correspondence, i.e., the insurance certificate itself.

All policies required shall be issued by companies who are licensed or approved to do business in the State of California and hold a current policyholder's alphabetic and financial-size category rating of not less than A VII, in accordance with A.M. Best.

MTS utilizes the services of a third-party insurance monitoring company. As a condition of contract award, Contractor shall submit any required insurance policies to the third-party monitoring company of MTS' choosing.

A. COVERAGE REQUIRED - ALL CONTRACTS (LIABILITY)

i. Commercial General Liability: At all times during this contract and, with respect to Products and Completed Operations Liability, **for five (5) years following the acceptance of the work by MTS**, Contractor agrees to maintain Commercial General Liability Insurance utilizing Insurance Services Office (ISO) coverage form CG0001, edition date 10/01 or later, or an equivalent form and with insurance companies acceptable to MTS. The coverage shall contain no restricting or exclusionary endorsements with respect to the performing of services described in the scope of work.

All such policies shall name in the endorsement San Diego Metropolitan Transit System (MTS), San Diego Trolley, Inc. (SDTI), San Diego and Arizona Eastern Railway (SD&AE), San Diego and Imperial Valley Railroad (SD&IV), and San Diego Transit Corporation (SDTC), their directors, officers, agents, and employees as additional insureds as their interests may appear. Furthermore, an endorsement will be required demonstrating that the standard railroad exclusionary language has been removed as applicable.

ii. Automobile Liability At all times during this contract, Contractor agrees to maintain Automobile Liability Insurance for bodily injury and property damage, covering Code 1 (any auto).

iii. Workers' Compensation/Employer Liability At all times during this contract, Contractor agrees to maintain Workers' Compensation and Employers' Liability Insurance in compliance with the applicable statutory requirements. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver.

B. ADDITIONAL COVERAGES REQUIRED (AS INDICATED. WHERE THERE IS A CHECKMARK ☒, THE COVERAGE IS REQUIRED)

i. ☒ Primary and Non-Contributory Insurance

Contractor agrees that all general liability coverages required under this insurance section are PRIMARY and that any insurance of MTS, SDTI, SD&AE, SD&IV, and SDTC shall be excess and noncontributory (endorsement required).

ii. ☒ Umbrella or Excess Liability (if required to meet liability limits above)

Contractor agrees that any Umbrella or Excess Liability Policy utilized to provide the required limits of liability shall contain coverage at least as broad as that provided by the General Liability Policy, and be written for a term concurrent with the General Liability Policy.

iii. ☐ Owner-Provided Builder's Risk

MTS will provide Builder's Risk Insurance on a special form basis, excluding the perils of earthquake and flood, at a limit of not less than the full replacement value of the work and covering the work and all materials and equipment to be incorporated therein, including property in transit elsewhere, and insuring the interests of the Contractor, subcontractors, materialmen, and MTS, SDTI, SD&AE, SD&IV, SDTC, MTS's contractor for design, and MTS's contractor for construction management. However, Contractor is responsible for the portion of any loss that is within the deductible amount of this Builder's Risk Insurance, which is currently at \$50,000 but is subject to change.

iv. ☐ Railroad Protective Liability and CG 24 17 Endorsement for CGL Policy – Required

The CGL policy must contain the following endorsement: Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage). Furthermore, Contractor shall maintain a Railroad Protective Liability coverage with limits shown below, and name MTS as the named insured on the policy.

v. ☒ Professional Liability

At all times during this contract, **and for five (5) years following acceptance of work by owner**, Contractor agrees to maintain Professional Liability Insurance with respect to services or operations under this Agreement.

vi. ☐ Pollution Legal Liability

At all times during this contract, and for twenty-four (24) months following, Contractor agrees to maintain Pollution Legal Liability Insurance with respect to services or operations under this Agreement. The extended discovery period must be no less than twenty-four (24) months.

vii. ☐ Contractor Equipment

At all times during this contract, Contractor agrees to maintain Contractor's Equipment Insurance on a special form basis covering equipment owned, leased, or used by

Contractor. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver. Contractor hereby releases and holds harmless MTS for any loss or damage to its equipment.

viii. ☐ Installation Floater

At all times during this contract, Contractor agrees to maintain Installation Floater Insurance on a special form basis covering property owned or provided by Contractor. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver. Contractor hereby releases and holds harmless these entities for any loss or damage to its property.

ix. ☐ Garage Keeper's Legal Liability & Automobile Portion

At all times during this contract, Contractor agrees to maintain Garage Keeper's Legal Liability as well Automobile Portion which covers the risk of loss or damage to MTS vehicles while in the care, custody or control of Contractor. Automobile portion shall cover the Contractor in the event of a vehicle accident while they are driving an MTS vehicle, which results in a third party claim of physical damage or bodily injury.

x. ☐ Crime Fidelity Insurance

At all times during this contract, Contractor agrees to maintain Crime Fidelity Insurance with respect to services or operations under this agreement. The coverage should include the following:

- Employee dishonesty/theft
- Theft, disappearance and destruction on the premises
- Theft, disappearance and destruction while in transit
- Forgery/alteration

xi. ☐ Property Insurance

Contractor is responsible to insure physical damage coverage at replacement cost value on the rolling stock (i.e., revenue and non-revenue vehicles) it operates. [Note: MTS insures the buildings in which the fixed route contract operates.]

xii. ☐ Cyber and Privacy Liability, including Technology Errors and Omissions

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses. Coverage shall also include Technology Professional Liability Errors & Omissions appropriate to the Consultant's profession and work hereunder.

xiii. ☐ Financial Institution Bond / Electronic and Computer Crime

At all times through the period of performance of this Agreement, Contractor agrees to maintain Financial Institution Bond / Electronic & Computer Crime Insurance with respect to services and/or operations under this Agreement. The coverage shall include, at minimum, the following:

- Employee dishonesty / theft
- Theft, disappearance and destruction on the premises
- Theft, disappearance and destruction on / while in transit
- Forgery / Alteration

C. MINIMUM POLICY LIMITS REQUIRED

i. All Contracts (Liability) Limits

Commercial General Liability (Per Occurrence):	\$2,000,000
(General Aggregate)	\$4,000,000
(Completed Operations & Products Aggregate)	\$2,000,000
Automobile Liability: (Combined Single Limit)	\$2,000,000
Worker's Compensation:	Statutory Limits, with Employer's Liability Limits of no less than \$1,000,000 per accident for bodily injury or disease

ii. Additional Coverages (as indicated under Additional Coverages Required Section):

☒	i.	Primary and Non-Contributory Insurance	Primary
☒	ii.	Umbrella or Excess Liability (if required to meet liability limits above)	\$
☐	iii.	Owner Provided Builder's Risk	Replacement Cost
☐	iv.	Railroad Protective (Per Occurrence)	\$
		Railroad Protective (General Aggregate)	\$
☐	v.	Professional Liability	\$
☐	vi.	Pollution and Legal Liability	\$
☐	vii.	Contractor Equipment	Replacement Cost
☐	viii.	Installation Floater	Replacement Cost
☐	ix.	Garage Keeper's Legal Liability & Automobile Portion (Combined Single Limit (CSL))	Per Occurrence
☐	x.	Crime Fidelity Insurance	\$

☐	xi.	Property Insurance	\$
☐	xii.	Cyber Security Liability Insurance (per occurrence or claim)	\$
		(Aggregate)	\$
☐	xiii.	Financial Institution Bond/Electronic and Computer Crime	\$

D. NOTICE OF POLICY CHANGES

Contractor shall not amend or cancel the insurance policy and coverage required by this Agreement without providing MTS with at least thirty (30) days prior written notice. Contractor shall notify MTS within ten (10) days of insurer-initiated material amendments or cancellations to the insurance coverage required by this Agreement. Under no circumstances shall these notice provisions be deemed a waiver of the insurance requirements set for herein. Any material changes in or cancellation of the insurance policy on file with MTS pursuant to the insurance requirements will result in an immediate stop work order until proof of substitute coverage meeting the requirements of this Agreement is provided to MTS. In the alternative, in MTS' sole discretion, MTS retains the right to declare Contractor in default and immediately terminate this Agreement if the insurance coverage required is cancelled, otherwise lapses or fails to meet the coverage limits at any time, and for any duration, during the term of this Agreement.

E. EVIDENCE REQUIRED

Within ten (10) working days following receipt of notice that a contract has been awarded, Contractor shall have provided the MTS Contracts Specialist with satisfactory certification by a qualified representative of the Insurer(s) that Contractor's insurance complies with all provisions in this insurance section.

F. SPECIAL PROVISIONS

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by MTS, SDTI, SD&AE, SD&IV, and SDTC, or their insurance Contractor(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

MTS reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.

7.24. [NOT APPLICABLE] LIQUIDATED DAMAGES

7.25. PRICE AND PAYMENT

The total price herein specified, unless otherwise expressly stated, shall include all taxes of any kind which either party is required to pay with respect to the sale of the goods covered by this Agreement, including sales and use taxes, and shall include all charges and expenses for customs duties, freight charges, inspection, testing, packaging and loading unless specifically excluded.

Payment will be made as set forth in this Agreement; however, payments may be withheld or portions thereof may be deducted or setoffs may be made against Contractor if Contractor is not performing work in accordance with the applicable provisions of this Agreement. The time for payment of invoices or for accepting any discounts offered shall run only from the date of receipt of correct invoices with required certification documents by MTS.

ADVANCE PAYMENT IS NOT ALLOWABLE.

7.26. CONSIDERATION PAID

MTS shall reimburse the Contractor for actual costs (including labor costs, employee benefits, overhead, and other direct costs) incurred by the Contractor in performance of the work, in an amount not to exceed \$616,974.79. Actual costs shall not exceed the estimated wage rates and other costs set forth in the Contractor's proposal.

Fees and all other charges will be billed monthly as the work progresses and the net amount shall be due at the time of billing.

Payment will be made as set forth in this Agreement; however, payments may be withheld or portions thereof may be deducted or setoffs may be made against Contractor if Contractor is not performing work in accordance with the applicable provisions of this Agreement. The time for payment of invoices or for accepting any discounts offered shall run only from the date of receipt of correct invoices with required certification documents by MTS.

MTS does not reimburse travel expenses unless expressly permitted within the scope. If travel expense reimbursement is permitted within the scope, reimbursement for transportation and subsistence costs shall be in accordance with MTS Board Policy No. 44-C.

7.27. COST PRINCIPLES

Contractor and any subcontractors agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items.

Contractor and its subcontractors shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Contractor and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of Contractor and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion.

Any costs for which payment has been made that are determined by a subsequent audit to be unallowable under the provisions above are subject to repayment by the Contractor to MTS.

7.28. PROMPT PROGRESS PAYMENT AND RETENTION

Contractor or Subcontractor shall pay any Subcontractor no later than seven (7) business days from the receipt of each progress payment from MTS. No retainage will be held by MTS from progress payments due to the Contractor. Any retainage kept by the Contractor or by a Subcontractor must be paid in full to the Subcontractor in seven (7) business days after the

Subcontractor's work is satisfactorily completed. Any delay or postponement of a progress payment or retainage to the Subcontractor over 30 calendar days may take place only for good cause and with MTS's prior written approval. Failure to comply with this provision will constitute noncompliance, which may result in the application of legal and contract remedies, including, but not limited to, prime contractor not being reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late or nonpayment by the Contractor, deficient Subcontractor performance or noncompliance by a Subcontractor.

Prime Contractor must submit the MTS Prompt Payment Certification Form to the MTS Contracts Administrator if any Subcontractors. The form is available for download at <https://www.sdmts.com/business-center/procurement>. The form certifies that all Subcontractors were paid within seven (7) business days of receiving payment from MTS for work performed during the previous month. The prime contractor must submit the completed certification, as required on the form, and the month following final acceptance of the project. In addition, seven (7) business day prompt payment requirement prevails over contract language between a Prime Contractor and a Subcontractor.

7.29. RECORDS RETENTION AND ACCESS TO SITES OF PERFORMANCE (APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)

- A. Types of Records. Contractor and any Subcontractor shall retain, complete and make readily accessible records related in whole or in part to the performance of the Contract, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- B. Retention Period. The Contractor and any Subcontractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. Access to Records and Sites of Performance. Contractor and any Subcontractor shall:
 - i. Provide sufficient access to inspect, copy and audit records and information, related to the performance of the Contract, upon receipt of a request made by the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, the Comptroller General's duly authorized representatives, State of California or its duly authorized representatives, the California State Auditor, and/or MTS;
 - ii. Permit those individuals listed above access to all records of employment, employment advertisements, employment application forms, and other pertinent data related to the performance of the Contract;

- iii. Permit those individuals listed above to have access to the sites of performance of the Contract and to make site visits as needed in compliance with the U.S. DOT Common Rules, as applicable.
- iv. Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the U.S. DOT Common Rules, as applicable.

7.30. [NOT APPLICABLE] WARRANTIES-GUARANTEES

7.31. [NOT APPLICABLE] INTELLECTUAL PROPERTY WARRANTY

7.32. [NOT APPLICABLE] DATA RIGHTS

7.33. EXCLUSIVE USE

The services hereunder are provided for the exclusive use of MTS and such services, data, recommendations, proposals, reports, design criteria, and similar information provided by Contractor, are not to be used or relied upon by other parties except as authorized by MTS.

7.34. OWNERSHIP OF DOCUMENTS

Tracings, plans, specifications, and maps prepared or obtained under the terms of this Agreement shall be delivered to and become the property of MTS. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under this Agreement shall be made available, upon request, to MTS without restriction or limitation on its use.

7.35. LANGUAGE AND MEASURE UNITS

Unless specified otherwise, manuals, specifications, drawings, plans, purchase orders, subcontract documents, and invoices submitted in accordance with this Agreement shall be in metric ("Systems International d' Units," or "SI units") with the United States equivalents clearly shown.

7.36. [NOT APPLICABLE] STANDARDS AND CODES

7.37. DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND OTHER SMALL BUSINESS PARTICIPATION

MTS encourages the participation of DBEs, minority owned businesses (MBEs), women owned businesses (WBEs), disabled veteran business enterprises (DVBEs), lesbian gay bisexual transgender owned businesses (LGBTBEs) persons with disabilities business enterprises (PDBE) and small businesses (SB) in the performance of all of its contracts. MTS encourages the Contractor to outreach to DBEs and other small business enterprises for any potential subcontracting opportunities on this project. MTS tracks DBE, MBE, WBE, DVBE, PDBE, LGBT and SB participation and therefore requires all successful proposers to report whether the prime contractor and any subcontractors are a DBE or other small business enterprise. Contractor must complete MTS's Designation of Subcontractors and DBE Program - Information for MTS's Bidder List. If interested in learning about bonding or financial assistance that may be available for small businesses, visit www.sba.gov. If interested in learning about the eligibility requirements to become certified as a DBE, MBE, WBE, DVBE, LGBTBE, PDBE or SB or how to view a list of certified firms, please contact MTS's DBE Liaison Officer, Samantha Leslie, at Samantha.Leslie@sdmts.com for more information.

7.38. AMERICANS WITH DISABILITIES ACT

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; as well as all applicable regulations and guidelines issued pursuant to the ADA

7.39. SUBSTANCE ABUSE

Pursuant to the rules and regulations of the Department of Transportation to the extent applicable to this Contract, Contractor will be required to comply with all applicable drug and alcohol testing requirements, including the amendments to 49 C.F.R. parts 655.

As a condition of this Contract, the following are the Contractor's Drug and Alcohol Testing Obligations:

7.39.1. CONTRACTORS CERTIFICATION:

Contractor certifies that it will comply with all applicable drug and alcohol testing requirements provided by law, including, but not limited to, the drug and alcohol testing requirements set forth in the Department of Transportation's regulations.

7.39.2. INDEMNIFICATION OF MTS:

Contractor agrees to indemnify, defend and hold harmless MTS, SDTI and SDTC, and their directors, employees and agents from and against any loss, damage, expense and liability that MTS, SDTI or SDTC, may incur as a result of Contractor's failure to comply with any applicable drug and alcohol testing obligations.

7.39.3. SURVIVAL OF MTS' INDEMNIFICATION RIGHTS:

The rights and obligations contained in "B" (Indemnification of MTS) will survive any termination or expiration of this Agreement.

7.39.4. FAILURE TO COMPLY WITH DRUG AND ALCOHOL TESTING OBLIGATIONS MAY RESULT IN TERMINATION OF CONTRACT:

If, at any time during the period of this Agreement, Contractor fails to comply with any applicable drug and alcohol testing requirements, MTS will consider such failure a material breach of this Agreement, and MTS may terminate this Agreement immediately.

7.40. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

7.40.1. MTS'S EQUAL EMPLOYMENT OPPORTUNITY PROGRAM:

MTS is an Equal Opportunity Employer. As such, MTS agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, MTS agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. MTS' Equal Employment Opportunity Program for Contractors, MTS Policy No. 25, is part of this Agreement (a copy can be obtained from MTS' Clerk of the Board).

7.40.2. CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY PLAN:

Each Contractor who provides MTS labor, equipment, materials and services of \$50,000 or more per year with fifty (50) or more employees shall have, maintain, and submit an Equal Employment Opportunity Plan to the Director of Human Resources and Labor Relations for MTS each year of the contract, and a Workforce Utilization Report on or before January 1 and July 1 for each year of the contract. The objective of this plan is to assure that the Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, sexual orientation, gender identity, religion, disability, age or status as a parent. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

7.40.3. COMPLIANCE WITH REGULATIONS:

Contractor shall comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; Comply with federal transit law, specifically 49 U.S.C. § 5332; FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients,"; and Follow any other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination.

7.41. [NOT APPLICABLE] PUBLIC WORKS**7.42. [NOT APPLICABLE] CALIFORNIA AIR RESOURCES BOARD ("CARB")****7.43. [NOT APPLICABLE] IDENTIFICATION OF PERSONNEL/SECURITY****7.44. [NOT APPLICABLE] ROADWAY WORKERS PROTECTION (RWP) TRAINING****7.45. [NOT APPLICABLE] FLAGGING****7.46. [NOT APPLICABLE] SIGNALING****7.47. COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that she or he has not agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, MTS shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement a price or consideration, or otherwise recover the full amount of such fee, percentage, brokerage fee, gift, or contingent fee.

7.48. CALIFORNIA POLITICAL REFORM ACT

Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as MTS, may be deemed to be a "public official" subject to the Act if the Contractor advises MTS on decisions or

actions to be taken by MTS. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified “conflicts of interest” relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act and the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

7.49. [NOT APPLICABLE] WATER QUALITY MANAGEMENT AND COMPLIANCE

7.50. CONFLICT OF INTEREST LAWS FOR MTS CONSULTANT

A. Background & Applicability to Consultants

These procedures are intended to assist MTS consultants with complying with conflict of interest language in their contract with MTS. Pursuant to state regulations enforced by the California Fair Political Practices Commission (FPPC), the MTS Standard Agreement/Standard Conditions requires consultant employees to file a disclosure of financial interests known as a Form 700 if required by the MTS Conflict of Interest Code. The relevant Standard Agreement/Standard Conditions language. Additional information on Form 700s can be found on the [FPPC website](#).

B. Definitions and Persons Covered by the MTS Conflict of Interest Code

MTS has adopted a Conflict of Interest Code for its officers, employees and consultants pursuant to Government Code § 87300 et seq. According to the law, an agency’s Conflict of Interest Code must list those employees, officers or consultants who are required to file a Form 700. The persons identified in the Conflict of Interest Code are designated as “Conflict Code Filers” because they “participate in the making of governmental decisions” that foreseeably could have a material financial effect on any of their economic interests. (2 Cal. Code of Regulations Section 18730.) MTS’s Conflict of Interest Code can be found on the [MTS website](#). In general, a Form 700 discloses the types of interests in real property, investments, business positions, and sources of income and gifts that could potentially affect the Conflict Code Filer. The Form 700 serves as a reminder to the Conflict Code Filer and the public of the financial interest decision-makers need to consider as they could cause an actual, potential or perceived conflict of interest.

“Participating in making a governmental decision” includes negotiating, providing advice by way of research, investigation, or preparation of reports or analyses for the MTS decision-maker, if these functions are performed without significant intervening review. MTS consultants who, pursuant to a contract with MTS, perform the same functions that would otherwise be performed by MTS employees by carrying out functions such as project management and oversight decisions (including recommendations that are likely to be approved by a MTS employee without significant intervening review); preparing contract scopes of work, specifications, cost estimates or contract negotiations; crafting evaluation factors to be used in a procurement, or deciding whether the policies, standards, or guidelines for MTS have been met, are considered to have “project manager responsibilities” that would otherwise be carried out by a MTS employee and are therefore required to fill out and submit a Form 700.

A consultant’s employee participates in making a governmental decision for MTS when, s/he negotiates without significant and substantive intervening review, with a third party (someone other than their employer or MTS) regarding a governmental or contract

decision; or advises or makes recommendations to the MTS decision maker either directly or without significant and substantive intervening review. "Significant and substantive intervening review" means a review of someone else's work during which the reviewer independently verifies the information, recommendation, advice, etc. that constitutes project manager responsibilities that lead to a governmental decision.

Form 700s are public records.

C. Steps for Compliance

Step 1: Identify who on your team will need to fill out a Form 700

The prime consultant will need to identify its own employees and the employees of its subconsultants (the consultant team) who have project manager responsibilities. Keep in mind, however, that even if a person has project manager responsibilities, if someone above that person in the decision-making process, whether a MTS employee or another consultant employee, is a Conflict Code Filer and that person conducts significant and substantive intervening reviews of the decision, recommendation or work in question, then not everyone prior to the Conflict Code Filer in the decision process needs to fill out a Form 700. If a consultant believes a member of its team with project management responsibilities for MTS is going to have his/her work undergo a significant and substantive intervening review by an MTS employee, the consultant must first check with the MTS Clerk of the Board ClerkoftheBoard@sdmts.com to confirm that MTS agrees with this allocation of responsibility.

Step 2: Notify MTS of Consultant's Conflict Code Filers

It is up to the consultant to notify MTS of the names of the individuals on its team (whether prime or subconsultant) who should be Conflict Code Filers based on the parameters provided by MTS above in Section B. Designated persons must file statements of economic interests with MTS when assuming or leaving their position and annually while holding the position. It is important that the consultant maintains a list of its Conflict Code Filers and notify the MTS Clerk of the Board as soon as possible when the Consultant's employees who are performing project management responsibilities for MTS change. Filers must submit their assuming and leaving office form within 30 days and an annual form before April 1st of each year. Consultant employees who have been designated as Conflict Code Filers may not work on MTS projects if they do not have an updated Form 700 on file with MTS.

New Filers/Assuming Office

The consultant will need to notify MTS of its new Conflict Code Filers to the MTS Clerk of the Board by email at ClerkoftheBoard@sdmts.com. As a reminder, the consultant will need to update the filer list of employees throughout the life of the contract as new individuals are identified as Conflict Code Filers for MTS, use the designated *consultant form 700 filer contact information* form to submit the information for each applicable employee.

B. For Existing Filers:

It is important that the consultant notify MTS when those individuals previously identified as Conflict Code Filers are no longer performing project management responsibilities for MTS. Once an individual is identified as a Conflict Code Filer and completes a Form 700 in the eDisclosure system, they are required by law to continue to complete a Form 700

each year or be subject to fines and penalties by the FPPC. In order to remove a Conflict Code Filer, the consultant must notify MTS of the date the individual stopped performing project management responsibilities for MTS so the individual can complete a Leaving Office Statement. Until a Leaving Office Statement is filed, the individual is still considered a Conflict Code Filer and must continue to file annual statements.

Step 3: Notification by MTS & Establishment of Account with eDisclosure System

Once MTS receives notification by a consultant of a new Conflict Code Filer, the Clerk of the Board will send an email to the individual notifying them of their obligation to complete a Form 700 and what to expect. The Clerk will create an account with the eDisclosure system and the individual will receive instructions about how to complete registration from email MTSClerkoftheBoard@southtechhosting.com (please whitelist this email). Once the account is established, the individual can complete and file their Form 700.

Step 4: Instructions for Completing the Form 700

General instructions for completing a Form 700 can be found on the FPPC website, and clicking on the Form 700 itself. When filling out the Form 700, the financial interests that consultant employees need to report are only those which are listed in disclosure category 1 and 2 of the MTS Conflict of Interest Code.

Questions regarding how to fill out the forms can be answered by calling the FPPC's toll free advice hotline 1-866-ASK-FPPC (1-866-275-3772*1), Monday-Thursday, 9-11:30 a.m.

A. Assuming Office Statement

The first time a consultant employee is asked to complete a Form 700, s/he will complete an Assuming Office Statement. The assuming office statement must be completed no later than 30 days after the date the employee first started performing project management responsibilities for MTS. The reporting period will be the 12 months prior to the date the office was assumed. For example, if a consultant assumed office on 5/1/2019, they will complete the statement disclosing information for the period 5/1/2018-4/30/2019.

B. Annual Statement

Once an individual completes an assuming office statement, they are required to complete an annual statement no later than April 1 of each year. Individuals that do not complete a Form 700 by the deadline may be subject to a fine up to \$5,000 by the FPPC. Typically, reminder notices are sent by email from MTS and the eDisclosure system in January each year.

C. Leaving Office Statement

Once an individual is no longer performing project management responsibilities for MTS, they must complete a Leaving Office Statement within 30 days. To do this, the consultant or individual needs to notify the MTS Clerk of the Board that the individual is no longer performing project management responsibilities for MTS and therefore should no longer be a Conflict Code Filer. The date the employee stopped performing project management responsibilities for MTS will become the leaving office date. When completing a leaving office statement, the individual will disclose its interest for the calendar period leading up to the leaving office date. For example, if an individual leaves office on 5/15/2019, they will complete the statement disclosing information for the period 1/1/2019-5/15/2019. An active email will be provided to the Clerk in order to assure proper filer access.

Step 5: Review of Form 700s

Consultant employees are strongly cautioned not to simply mark the box indicating they have no disclosures to report on the form. Consultant employees always have their own employment income to report and many times have spousal income to report as well. The FPPC has prosecuted and fined persons who have failed to disclose income and gifts.

Form 700s should be used by the consultant to ensure its employees do not have prohibited conflicts. MTS also will use the forms to check whether the assignments given to consultant employees conflict with reported financial interests. If a conflict is found, the individual will not be permitted to work on the project in a project manager role.

Consultants will need to provide training to their employees who are identified as Conflict Code Filers on how to avoid prohibited conflicts of interest. Information regarding prohibited conflicts can be found [here](#) in Sections I, II, III, VII and XIII of the California Attorney General's handbook entitled Conflicts of Interest.



Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 15, 2026

SUBJECT:

Kearny Mesa Division (KMD) Zero Emission Bus (ZEB) Overhead Charging Phase I – Work Order Amendment 3

RECOMMENDATION:

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

- 1) Ratify Work Order Amendment WOA356-AE-46.01, under MTS Doc No. PWL356.0-22 (Attachment A) with Pacific Rail Enterprises, Inc. (PRE), a Women Owned Business Enterprise (WBE) and Small Business (SB), in the amount of \$46,150.00 for professional services for geotechnical exploration; and
- 2) Authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA356-AE-46.03, under MTS Doc. No. PWL356.0-22 (in substantially the same format as Attachment B), with PRE, in the amount of \$471,236.88 for additional engineering services and authorizing design support during construction (DSDC) services for Phase 1 of the KMD Overhead Charging project.

Budget Impact

The total cost of Amendment 3 is estimated to be \$471,236.88, and the total contract is estimated to be \$1,231,020.03 (inclusive of this amendment). The project is funded by Capital Improvement Program (CIP) account 3009117201 – KMD ZEB Overhead Charging.

DISCUSSION:

MTS operates and maintains a fleet of one hundred and sixteen (116) Compressed Natural Gas (CNG) buses and two (2) Battery Electric Buses (BEBs) at KMD. The current fleet at KMD consists of seventy-four (74) 40' CNG buses, forty-two (42) 60' CNG buses, and two (2) 40' BEBs. MTS has completed the KMD ZEB Master Plan and has a conceptual plan for the phased implementation and full build-out of electrical infrastructure for charging the entire fleet at KMD.

The initial intent of the first phase of design is to commence charging for an additional twenty-five (25) 40' BEBs arriving in Fiscal Year (FY) 2027 and seven (7) 60' BEBs arriving in FY 2028. The first phase of design will include the installation of the overhead gantry to support a total of

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San Diego 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 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. MTS is also the For-Hire Vehicle administrator for multiple cities in San Diego County.



twenty-eight (28) 40' BEBs and ten (10) 60' BEBs to meet the demand of bus deliveries in the near future, but the first phase of construction will consist of the installation of twenty-five (25) 40' pantographs/dispensers and seven (7) 60' pantographs/dispensers.

On October 17, 2024 (Agenda Item (AI) 11), the Board approved the Work Order, WOA356-AE-46, to provide engineering services to develop plans, specifications, and estimates up to 100% design with bid support, but it did not include DSDC services. A notice to proceed was issued on November 6, 2024, with a completion date of November 6, 2025.

On May 9, 2025, the CEO approved Work Order Amendment WOA356-AE-46.01 (Amendment 1) to add other direct costs to include geotechnical testing and environmental sampling.

On November 17, 2025, the CEO approved Work Order Amendment WOA356-AE-46.02 (Amendment 2) for a no-cost time extension of the period of performance to February 28, 2026.

During the design effort, it was determined that additional design support was necessary to complete the bid-ready plans by furthering the San Diego Gas and Electric electrical and gas design inclusion, obtaining City of San Diego approval on an encroachment for the electrical equipment and making further revisions to the bid package and bid form at the request of MTS. In addition, the existing agreement does not include design services during construction.

Today's proposed action will approve Work Order Amendment 3 with PRE to add additional time to the period of performance, update the 100% design package to meet MTS's requests, and to add DSDC services to the agreement. Amendment 3 also extends the period of performance to October 28, 2027 to coincide with the anticipated competitive solicitation process (Task 5 – Bid Support) and construction period (Task 6 – DSDC).

The Work Order and subsequent Amendments are summarized below:

Work Order No.	Purpose	Amount	Board Approval Date
WOA356-AE-46	Original Work Order to develop plans, specifications, and estimates up to 100% completion	\$713,633.15	October 17, 2024 (AI 11)
WOA356-AE-46.01	Add other direct costs to cover geotechnical exploration	\$46,150.00	Approved by CEO May 9, 2025; Today's Proposed Action (ratify)
WOA356-AE-46.02	No cost time extension.	\$0.00	Approved by the CEO, per Board Policy 41
WOA356-AE-46.03	Add further funding related to Task 1 (Project Management), Task 4 (100% Construction Documents) and new Task 6 (DSDC).	\$471,236.88	Today's Proposed Action (authorize)
TOTAL		\$1,231,020.03	

PRE's proposed amount of \$471,236.88 is less than MTS's Independent Cost Estimate (ICE) of \$493,403.14 and based on the level of effort and proposed classification was determined to be fair and reasonable. For the project, PRE will utilize the following subcontractor:

Firm Name	Firm Classification	Amount
AECOM	None	\$454,380.08

Therefore, staff recommends that the MTS Board of Directors:

- 1) Ratify Work Order Amendment WOA356-AE-46.01, under MTS Doc No. PWL356.0-22 (Attachment A) with PRE, a DBE, in the amount of \$46,150.00 for professional services for geotechnical exploration; and
- 2) Authorize the CEO to execute Work Order Amendment No. WOA356-AE-46.03, under MTS Doc. No. PWL356.0-22 (in substantially the same format as Attachment B), with PRE, in the amount of \$471,236.88 for additional engineering and DSDC services for Phase 1 of the KMD Overhead Charging project.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Executed Work Order Amendment No. WOA356-AE-46.01
B. Draft Work Order Amendment No. WOA356-AE-46.03



**Metropolitan
Transit
System**

April 25, 2025

MTS Doc. No. PWL356.0-22
Work Order No. WOA356-AE-46.01

Pacific Rail Enterprises, Inc.
Jennifer Seccombe
President/CEO
3560 University Ave, Suite F
Riverside, CA 92501

Dear Mrs. Seccombe:

Subject: AMENDMENT NO. 1, TO WORK ORDER WOA356-AE-46, TO MTS DOC. NO. PWL356.0-22, GENERAL ENGINEERING SERVICES FOR KEARNY MESA DIVISION (KMD) ZERO EMISSION BUS (ZEB) OVERHEAD CHARGING PHASE 1 DESIGN SERVICES

This letter shall serve as Amendment No. 1 to our agreement for Work Order WOA356-AE-46 to MTS Doc. No. PWL356.0-22, for engineering services under the General Engineering Consultant Agreement, as further described below.

SCOPE OF SERVICES

There shall be no change to the Scope of Services, as a result of this Amendment. This Amendment adds Other Direct Charges (ODC) funds to Task 2 of the Work Order. Federal terms do not apply.

SCHEDULE

There shall be no change to the Schedule, as a result of this Amendment. The Schedule shall remain in effect for a period three-hundred sixty-five (365) calendar days from the date of the Notice to Proceed.

PAYMENT

As a result of this Amendment, the Payment shall be increased by \$46,150.00 (Attachment A). The revised Payment shall be in the amount of \$759,783.15. Payment shall be based on actual costs and not to exceed without prior authorization of MTS.



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,



Sharon Cooney
Chief Executive Officer

Accepted:



Jennifer Secombe, President/CEO
Pacific Rail Enterprises

Date:

Attachment: Attachment A, Negotiated Fee Proposal

ATTACHMENT A
NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. A, Item 06, 01/15/2026

MTS Doc. No. **PWL356.0-22**

Work Order No. **WOA356-AE-46.01**

Attachment: **B**

Work Order Title: **Kearny Mesa Division Zero Emission Bus (ZEB)
Overhead Charging Phase 1 Design Services**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1			\$46,150.00
2			

Totals = **\$46,150.00**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	1	Project Management	0.0	\$0.00
2	2	60% Construction Docs - Schematic Design (SD)	0.0	\$46,150.00
3	3	90% Construction Docs - Design Development (DD)	0.0	\$0.00
4	4	100% Construction Documents (CD)	0.0	\$0.00
5	5	Contract Bid Support	0.0	\$0.00

Totals = **0.0** **\$46,150.00**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				AECOM Technical Services, Inc.	0.0	\$46,150.00
					0.0	

Totals = **0.0** **\$46,150.00**

5

Consultant/Subconsultant: **AECOM Technical Services, Inc.**

Total Hours = 0

Total Costs =	\$46,150.00
---------------	-------------

Work Order Title: **Kearny Mesa Division Zero Emission Bus (ZEB) Overhead Charging Phase 1 Design Services**

[illegible]

Work Order Estimate Summary

Att. A, Item 06, 01/15/2026

Consultant/ Subconsultant: **AECOM Technical Services, Inc.**

Work Order Title: **Kearny Mesa Division Zero Emission Bus (ZEB) Overhead Charging Phase 1 Design Services**

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	Tri-County Drilling	1	\$26,710.00		\$0.00	1	\$26,710.00		\$0.00		\$0.00		\$0.00
2	Boring Permit	1	\$680.00		\$0.00	1	\$680.00		\$0.00		\$0.00		\$0.00
3	Analytical Lab Testing	1	\$10,044.00		\$0.00	1	\$10,044.00		\$0.00		\$0.00		\$0.00
4	Geotechnical Lab Testing	1	\$8,716.00		\$0.00	1	\$8,716.00		\$0.00		\$0.00		\$0.00
5					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$26,710.00
2			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$680.00
3			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$10,044.00
4			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$8,716.00
5			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	



Metropolitan Transit System

January 15, 2026

MTS Doc. No. PWL356.0-22
Work Order No. WOA356-AE-46.03

Pacific Rail Enterprises, Inc.
Jennifer Seccombe
President/CEO
3560 University Ave, Suite F
Riverside, CA 92501

Dear Mrs. Seccombe:

Subject: KEARNY MESA DIVISION (KMD) ZERO EMISSION BUS (ZEB) OVERHEAD
CHARGING PHASE 1 DESIGN SERVICES – Work Order Amendment 3

This letter shall serve as Amendment 3 to our agreement for Work Order WOA356-AE-46 to MTS Doc. No. PWL356.0-22, for engineering services under the General Engineering Consultant Agreement, as further described below.

SCOPE OF SERVICES

This Amendment makes the following changes to specified tasks:

- **Task 1, Project Management** – no change to scope but additional funds added due to extension of period of performance.
- **Task 4, 100% Construction Documents** – no change to the scope but additional funds added to address San Diego Gas and Electric electrical and gas design inclusion, City of San Diego right-of-way encroachments, and additional design changes requested by MTS.
- **Task 5 – Bid Support** – no change to scope of services or funds allocated, but period of performance extended by eight months, to October 28, 2026.
- **Add New Task 6, Design Services During Construction (DSDC)** – see Scope of Services in Attachment A.

Federal terms do not apply.

SCHEDULE

The Notice to Proceed for this Work Order was issued on November 6, 2024 with a period of performance ending on November 6, 2025. In Amendment 2, the period of performance was extended by three (3) months and twenty-two (22) calendar days, or until February 28, 2026. This Amendment 3 adds an additional eight (8) months for Task 5 – Bid Support – and twelve (12) months for new Task 6 – DSDC -- for a total extension of twenty (20) months, or until October 28, 2027.



PAYMENT

This Amendment 3 adds \$471,236.88 to the approved not-exceed funding for the specified additional work in Tasks 1, 4, and 6 as shown in Attachment B. Payment under this Work Order shall be based on actual costs in an amount not to exceed \$1,231,020.03 and shall not be exceeded without prior written authorization of MTS.

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

Jennifer Seccombe, President/CEO
Pacific Rail Enterprises

Date:

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

ATTACHMENT A
SCOPE OF SERVICES

DRAFT

TITLE: Kearny Mesa Division Zero Emission Bus (ZEB) **WOA #:** WOA356-AE-46.03
Overhead Charging Phase 1 Design Services

I. PROJECT DESCRIPTION

The San Diego Metropolitan Transit System, (referred to hereafter as “MTS”) seeks a proposal for consultant services for the schematic design, design development, and final engineering for phase 1 of the new Battery Electric Bus (BEB) infrastructure at MTS’s Kearny Mesa Division (referred to hereafter as “KMD”). The proposed infrastructure is the first phase of MTS’s Master plan to replace the existing Compressed Natural Gas (CNG) bus fleet with electric buses over the next 20 years. Phase 1 design is to be based on the KMD ZEB Master Plan dated 3/22/24.

This Amendment adds Task 6 for design support during construction (DSDC) services.

II. SCOPE OF WORK

The scope of work shall consist of the following tasks and deliverables:

TASK 6: Design Services During Construction

Provide design support during construction (DSDC) as directed by the MTS Project Manager. The budget for DSDC included is programmed to provide services to MTS for the period beginning at end of Bid Support through the end of the construction period (anticipated to be a 12-month duration) plus project closeout. Estimated hours corresponding with the provided budget by task is included with anything above the budget would require a change order for additional compensation.

DSDC effort shall include the following:

- 6.1 **Coordination:** Coordinate with and provide consultation to MTS’s Project Manager either in person or via telephone/email during the construction phase of the project (a duration of 12 months). A maximum of 416 hours has been budgeted for this task and includes Project management, civil, electrical, structural, and zero-emission bus and equipment staff.
- 6.2 **Construction Meetings:** Attend weekly construction meetings virtually as requested by MTS Project Manager and attended by the Contractor’s representative and MTS’s Project Manager. It is assumed that up to four people from the Consultant Team will attend the weekly meeting. It is assumed the meetings will be 1 hours in duration. Construction is scheduled to be completed within 12 months of notice to proceed. A maximum of 208 hours are budgeted for this task, and the consultant will assume to attend a total of 52 meetings.
- 6.3 **Review Submittals:** At the request of the MTS RE, the Consultant Team will review and approve or take other appropriate action in respect to Contractor-prepared submittals required by the specifications, including shop drawings, product catalog cut sheets, certificates of compliance, samples, and other data which the Contractor is required to submit, but only for general conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, purchasing regulation compliance, or procedures of construction or to related safety precautions and programs.

Submittals reviewed by the Consultant Team and returned to the MTS PM will be marked according to the action categories stated in the project special provisions with an

electronic stamp, signature of the reviewer, and date of submittal review. The Consultant Team will endeavor to review submittals, recommend submittal action, and return submittals to the MTS PM within ten working days of receipt. The Consultant Team will retain one copy of submittal for record-keeping purposes.

A maximum of 250 hours has been budgeted for this task. This task is dependent on the submittals completeness.

- 6.4 **Respond to Requests for Information (RFI):** As directed by the MTS Project Manager, the Consultant Team will review and respond to reasonable and appropriate Contractor RFI's forwarded from the MTS Project Manager and issue necessary clarifications and interpretations of the Contract Documents as appropriate. Any orders authorizing variations from the Contract Documents will be made by the MTS PM. The Consultant Team will use SharePoint software system to respond to RFIs electronically. It is our assumption that the CM team would address the majority of the RFI's. Based on that assumption, a maximum of 250 hours has been budgeted for this task.
- 6.5 **Field Observations:** Structural observation at specific construction milestones as required by Code will be performed by Structural engineers. Construction observation for mechanical, electrical, equipment is not included. It is assumed that the CM team will handle any construction observation activities other than code requirements from structural. This assumes a local engineer will observe and report back to the Engineer of Record. If the EOR is required to make a site visit, then additional travel will be required. Additionally, at the request of MTS, the Consultant Team staff may conduct up to eight (8) site visits to respond to RFIs, to develop Change Orders, or to perform other specific tasks. A maximum of 100 hours has been budgeted for field observations.
- 6.6 **Prepare Design Revisions/Design Change Notices (DCN):** Prepare revisions to design drawings and technical specifications as directed by the MTS PM. Design revisions will be annotated in a manner directed by the MTS PM. Modifications to the project drawings and specifications may be required prior to and during the construction phase of the project. The Consultant Team will work with MTS to assess the purpose for implementing a potential change, to develop an appropriate solution, and will then develop corresponding revisions to the drawings and specifications. Design revisions may be in response to action required by an RFI, an unforeseen site condition, value-engineering, etc. and will be annotated in a manner directed by MTS. If requested by MTS, the Consultant Team will develop cost estimates to coincide with the proposed changes. Design revisions made in response to an unforeseen site condition, value engineering or a directive from MTS may entail design services that are not included in this scope of services. A fee estimate for the additional design services will be provided to MTS, and the fee amount agreed upon, prior to Consultant's proceeding with the change. Design revisions will be transmitted in PDF file format. A maximum of 200 hours has been budgeted for design revisions. Assume 2 minor revisions affecting 10 sheets in addition to spec revisions.
- 6.7 **Project As-builts:** Prepare as-built plans for the project based on information provided by the Clients contractor, a final site visit of the project, and any approved design changes. The as-builts will be provided in an electronic format for inclusion in the final As-built package to MTS. A maximum of 170 hours has been budgeted for the As-built package.

III. PERIOD OF PERFORMANCE

The Period of Performance shall be for twelve (12) months, or through the completion of construction beginning from the end date of bid support services (Task 5).

IV. DELIVERABLES

Based on an assumed NTP for Task 6 start date in early 2026.

V. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. TASK	Begin/End Dates
TASK 6 - DSDC	End Task 5/12 Months

DRAFT

ATTACHMENT B
NEGOTIATED FEE PROPOSAL

DRAFT

Work Order Estimate Summary

Att. B, Item 06, 01/15/2026

MTS Doc. No. **PWL356.0-22**

Work Order No. **WOA356-AE-46.03**

Attachment: **B**

Work Order Title: **Kearny Mesa Division Zero Emission Bus (ZEB)
Overhead Charging Phase 1 Design Services**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1			\$471,236.88
2			

Totals = **\$471,236.88**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	1	Project Management	80.0	\$16,856.80
2	4	100% Construction Documents (CD)	139.0	\$32,008.60
3	6	Design Services During Construction	1,594.0	\$422,371.48

Totals = **1,813.0** **\$471,236.88**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Pacific Railway Enterprises, Inc.	80.0	\$16,856.80
				AECOM Technical Services, Inc.	1,733.0	\$454,380.08

Totals = **1,813.0** **\$471,236.88**

9

t: **Pacific Railway Enterprises, Inc.**

80

\$16,856.80

Kearny Mesa Division Zero Emission Bus (ZEB) Overhead Charging Phase 1 Design Services

Percentage of Total (Hours) =
Percentage of Total (Costs) =

Work Order Estimate Summary

Att. B, Item 06, 01/15/2026

Consultant/ Subconsultant: Pacific Railway Enterprises, Inc.

Work Order Title: Kearny Mesa Division Zero Emission Bus (ZEB) Overhead Charging Phase 1 Design Services

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	Mile	\$0.67										
2													
3													
4													
5													
6													
7													
8													
9													
10													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)													
ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage												
2													
3													
4													
5													
6													
7													
8													
9													
10													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	

Work Order Estimate Summary

Consultant/Subconsultant: ibconsultant: **AECOM Technical Services, Inc.**

Total Hours = **1,733**
Total Costs = **\$454,380.08**

Work Order Title: < Order Title: **Kearny Mesa Division Zero Emission Bus (ZEB) Overhead Charging Phase 1 Design Services**

			ODCs (See Attachment)	Ryan Wini (Deputy Project Manager) (Task Manager)	Tyler Blauvelt (Deputy PM) (Engineer - Senior)	Jewels Carter (ZE Facilities Lead) (Contract Manager)	Eric Stroud (ZE Facilities Support) (Architect - Senior)	Carla Norris (QA/QC Lead) (Engineer - 3)	Russell Link (Cost Estimator Lead) (Architect - Senior)	Larry Baranowski (Cost Estimator Support) (Architect - 2)	Nicholas Calloway (Cost Estimator Support) (Architect - 2)	Jordan Zimmer (Civil Lead) (Architect - Senior)	Megan Wroclawski (Civil Support) (Engineer -3)	Morgan Wolfe (Civil Support) (Architect - Senior)	Bryan Elkins (Civil Support) (Engineer - 3)	Pallavi Kumar (Geotech Lead) (Engineer - 3)	John Wade (Structural Lead) (Architect - Senior)	David Blood (Structural Engineer) (Engineer - Senior)	Krystal Tubbs (Specs Specialist) (Architect - 2)	Robert Spalik (Sr. Inspector) (Architect - Senior)	Jose Meza (Jr. Inspector) (Engineer - 3)	Total Hours	Totals	
Item	TASKS/WBS	TASKS/WBS Description		\$ 300.46	\$ 251.30	\$ 327.36	\$ 238.24	\$ 205.82	\$ 238.24	\$ 157.20	\$ 157.20	\$ 238.24	\$ 205.82	\$ 238.24	\$ 205.82	\$ 205.82	\$ 238.24	\$ 251.30	\$ 157.20	\$ 238.24	\$ 205.82			
4	Task 4	100% CONSTRUCTION DOCUMENTS (CD)																						
	4.8 Construction Document Quality Control – 100% CDs and 100%		\$0.00	10	16	4	16	2	4	4	6	20	16	3	4	2	14	8	10	0	0	139	\$32,008.60	
																						0	\$0.00	
		Subtotals (Hours) =	N/A	10	16	4	16	2	4	4	6	20	16	3	4	2	14	8	10	0	0	139	\$32,008.60	
		Subtotals (Costs) =	\$0.00	\$3,004.60	\$4,020.80	\$1,309.44	\$3,811.84	\$411.64	\$952.96	\$628.80	\$943.20	\$4,764.80	\$3,293.12	\$714.72	\$823.28	\$411.64	\$3,335.36	\$2,010.40	\$1,572.00	\$0.00	\$0.00	139	\$32,008.60	
6	Task 6	Design Services During Construction																						
	Coordination			104	52	52	104	0	0	0	0	52	0	0	0	0	52	0	0	0	0	416	\$110,892.08	
	Construction Meetings			52	26	52	26	0	0	0	0	26	0	0	0	0	26	0	0	0	0	208	\$57,763.16	
	Review Submittals			40	30	20	38	4	0	0	0	34	34	0	0	4	46	0	0	0	0	250	\$62,861.36	
	Respond to RFIs			40	30	20	38	4	0	0	0	34	34	0	0	4	46	0	0	0	0	250	\$62,861.36	
	Field Observations		15,000.00	8	0	0	0	0	0	0	0	0	0	0	0	0	24	0	0	20	48	100	\$37,765.60	
	Prepare Design Revisions/Design Change Notices(DCN)			16	16	16	48	4	0	0	0	24	32	0	0	0	32	0	16	0	0	200	\$47,944.32	
	Project As-builts			24	16	14	32	4	0	0	0	24	32	0	0	0	24	0	0	0	0	170	\$42,283.60	
				284	174	174	286	12	0	0	0	194	132	0	0	8	250	0	16	20	48	1,594	\$422,371.48	
		Subtotals (Hours) =	N/A	284	174	174	286	12	0	0	0	194	132	0	0	8	250	0	16	20	48	1,594	\$422,371.48	
		Subtotals (Costs) =	\$15,000.00	\$85,330.64	\$42,721.00	\$56,960.64	\$68,136.64	\$2,469.84	\$0.00	\$0.00	\$0.00	\$46,218.56	\$27,168.24	\$0.00	\$0.00	\$1,646.56	\$59,560.00	\$0.00	\$2,515.20	\$4,764.80	\$9,879.36		1,594	\$422,371.48
		Percentage of Total (Hours) =	N/A	17%	11%	10%	17%	1%	0%	0%	0%	12%	9%	0%	0%	1%	15%	0%	2%	1%	3%	100%		
		Percentage of Total (Costs) =		3%	19%	10%	13%	16%	1%	0%	0%	11%	7%	0%	0%	0%	14%	0%	1%	1%	2%		81%	

Work Order Estimate Summary

Att. B, Item 06, 01/15/2026

Consultant/ Subconsultant: **AECOM Technical Services, Inc.**

Work Order Title: **Kearny Mesa Division Zero Emission Bus (ZEB) Overhead Charging Phase 1 Design Services**

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	Travel For Field Observations	3	\$5,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC Item	Description	Task 6		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Totals	
		Quantity	Total									Quantity	Total
1	Travel For Field Observations	3	\$15,000.00		\$0.00		\$0.00		\$0.00		\$0.00	3	\$15,000.00
2	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	



Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 15, 2026

SUBJECT:

San Diego Transit Corporation (SDTC) Pension Plan Administration Services – 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. G3110.0-26 (in substantially the same format as Attachment A), with The Howard E. Nyhart Co., Inc., dba Nyhart (Nyhart), to provide SDTC Pension Plan Administration Services in the amount of \$664,000.00 for five (5) base years with five (5) 1-year options for a total of 10 years; and
- 2) Exercise the option years at the CEO's discretion.

Budget Impact

The total cost of this contract is estimated to be \$664,000.00 (\$364,000.00 for five (5) base years and \$300,000.00 for five (5) 1-year option years). The project will be funded by the SDTC Pension Fund as reflected below:

Description	Cost
Base Period (Years 1 to 5)	
Annual Fees	\$314,000.00
*As Needed Services	\$50,000.00
Option Period (Years 6 to 10)	
Annual Fees	\$250,000.00
*As Needed Services	\$50,000.00
Grand Total:	\$664,000.00
*As Needed Services will not be charged without additional approval by MTS.	



DISCUSSION:

Collectively referred to as the SDTC Pension Plan, SDTC maintains three legacy pension plans providing a defined benefit pensions for eligible current and former SDTC employees, including separate plans for employees represented by ATU, employees represented by IBEW, and unrepresented (noncontract) employees. Assets for all plans are invested collectively. The SDTC Pension Plan is managed by joint labor/management retirement boards with equal union and management representation, which have plenary authority and fiduciary responsibility for the investment and administration of SDTC Pension Plan assets.

The SDTC Pension Plan has been in existence since before MTS took over ownership of SDTC from the City of San Diego on July 1, 1985. The SDTC Pension Plan has been mostly closed to new members since a change from the defined benefit SDTC Pension Plan to separate defined contribution plans was negotiated with SDTC bargaining units in 2011 and 2012.¹ As of June 30, 2025, the SDTC Pension Plan has 1,067 retirees receiving benefits, 268 active employees, and 169 vested inactive members.

A professional third-party administrator is hired to handle the day-to-day administration of the plan, including the following duties:

- A. Assist plan participants with pension applications and related issues
- B. Administrative tasks related to retirement board meetings
- C. Preparation of Annual Pension Statements for plan participants
- D. Disability pension tracking and documentation
- E. Monitor and assist participants who have reached the "Required Beginning Date" of pension distributions
- F. Record keeping
- G. Customer service and communication with plan participants
- H. Transition plan upon contract expiration
- I. Out-of-scope special projects

The current contract for SDTC Pension Plan administration services expires on February 28, 2026. In anticipation of this contract expiration, the MTS procurement department worked with the retirement boards and conducted a competitive process to select a third-party administrator for a new ten (10) year term. A joint labor/management evaluation panel, comprised of members of the retirement boards, evaluated proposals and unanimously supports the recommended action.

MTS has traditionally executed the contract for these services as the designated agent and contract administrator for the retirement boards. The costs of the contract are funded by the SDTC Pension Plan.

On September 19, 2025, MTS issued a Request for Proposal (RFP) for Pension Plan Administration Services. A total of two (2) proposals were received on the due date of October 23, 2025, from the following firms:

¹ Effective May 1, 2011, employees in the International Brotherhood of Electrical Workers (IBEW) bargaining unit hired after May 1, 2011, participate in a separate defined contribution IRC 401(a) plan, and effective November 1, 2012, employees in the Amalgamated Transit Union (ATU) bargaining unit hired after November 1, 2012, participate in a separate defined contribution IRC 401(a) plan.

#	Proposer Name	Firm Certification
1	Milliman, Inc.	None
2	Nyhart	None

All proposals were deemed responsive and responsible and were evaluated by a committee consisting of representatives from the ATU, IBEW, and Noncontract Retirement Boards. The proposals were scored based on the following evaluation criteria:

Evaluation Criteria	Total Possible Points
Qualifications of the Firm or Individual	20
Staffing, Organization, and Management Plan	25
Work Plan	25
Cost and Price	30
Total	100

The following table illustrates the final scores and ranking of each firm:

Proposer Name	Technical Score	Cost Score	Total Score (Maximum 100)	Ranking
Milliman, Inc	53.0	13.8	66.8	2
Nyhart	52.7	40.00	82.7	1

The evaluation panel selected the highest-ranked firm for contract award. The proposed fees are as follows:

PERIOD	ANNUAL LUMP SUM FIRM FIXED PRICE
YEAR ONE (1)	\$70,000.00
YEAR TWO (2)	\$67,000.00
YEAR THREE (3)	\$63,000.00
YEAR FOUR (4)	\$58,000.00
YEAR FIVE (5)	\$56,000.00
*AS NEEDED SERVICES (BASE YEARS 1-5)	\$50,000.00
SUBTOTAL (BASE YEARS 1-5)	\$364,000.00
YEAR SIX (6) - OPTION YEAR 1	\$54,000.00
YEAR SEVEN (7) - OPTION YEAR 2	\$52,000.00
YEAR EIGHT (8) - OPTION YEAR 3	\$50,000.00
YEAR NINE (9) - OPTION YEAR 4	\$48,000.00
YEAR TEN (10) - OPTION YEAR 5	\$46,000.00
*AS NEEDED SERVICES (BASE YEARS 1-5)	\$50,000.00
SUBTOTAL (OPTION YEARS 1 - 5)	\$300,000.00
*GRAND TOTAL (BASE + OPTION YEARS)	\$664,000.00

Based on the objectives of this procurement, consideration of the evaluation criteria, and Nyhart's technical and cost proposals, the evaluation committee determined that Nyhart presented the best overall value to MTS.

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

1. Authorize the CEO to execute MTS Doc No. G3110.0-26 (in substantially the same format as Attachment A), with Nyhart, to provide SDTC Pension Plan Administration Services in the amount of \$664,000.00 for five (5) base years with five (5) 1-year options for a total of 10 years; and
2. Authorize the CEO to exercise the five (5) 1-year options at the CEO's discretion.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Agreement MTS Doc. No. G3110.0-26



STANDARD AGREEMENT

FOR

MTS DOC. NO. G3110.0-26

PENSION PLAN ADMINISTRATION SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 2026 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 Howard E. Nyhart Co., Inc. dba
Nyhart

Address: 5750 Castle Creek Parkway, STE 245

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

Indianapolis IN 46250
City State Zip

Telephone: (707) 405 - 0757

Email: lawrence.watts@nyhart.com

Authorized person to sign
contracts

Lawrence Watts, Jr.

National Defined Benefit Practice
Leader

Name

Title

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

The contract term is for five (5) base years with five (5) 1-year options, exercisable at MTS's sole discretion, for a total of up to ten (10) years. Base period shall be effective March 1, 2026 through February 28, 2031 and option years shall be effective March 1, 2031 through February 29, 2036, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$364,000.00 for the base years and \$300,000.00 for the option years, for a contract total not to exceed \$664,000.00 without the express written consent of MTS.

Description	Cost
Base Period (Years 1 to 5)	
Annual Fees	\$314,000.00
*As Needed Services	\$50,000.00
Option Period (Years 6 to 10)	
Annual Fees	\$250,000.00
*As Needed Services	\$50,000.00
Grand Total:	\$664,000.00
*As Needed Services will not be charged without prior approval by MTS.	

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	The Howard E. Nyhart Co., Inc. dba Nyhart
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____

EXHIBIT A

SCOPE OF WORK

5. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

5.1. GENERAL

The San Diego Metropolitan Transit System, on behalf of the San Diego Transit Corporation (SDTC), seeks to retain a licensed professional and qualified firm to provide professional administrative services related to the SDTC Pension Plan.

SDTC is a California not-for-profit public benefit corporation (whose sole member is the San Diego Metropolitan Transit System (MTS)). As of July 1, 2024 actuarial evaluation, there are 289 active employees, 172 terminated vested participants and 1,064 retirees. SDTC's Payroll department issues monthly checks to retirees, and its Finance department calculates the benefits of retirees – The TPA will have no role in managing funds for the plans.

SDTC sponsors the following defined benefit pension plans (plan documents can be provided on request):

- A defined benefit plan covering the Amalgamated Transit Union (ATU) 1309 Union. This plan includes all SDTC bus operators and clerical workers hired prior to November 1, 2012.
- A defined benefit plan covering the International Brotherhood of Electrical Workers (IBEW) Local 465. This plan covers all SDTC maintenance employees hired prior to May 1, 2011.
- A defined benefit plan covering all non-contract SDTC management employees.

SDTC Pension Board comprised of ATU, IBEW and Management Participants. The new contract for third party administration services will commence by March 1, 2026.

5.2. STATEMENT OF SERVICES TO BE PROVIDED

The Consultant will provide third party administration services on behalf of the Retirement Plans for Employees of San Diego Transit Corporation. Service will include the following:

A. Pension Preparation

- The Administrator will distribute appropriate pension applications to active or terminated vested participants upon request.
- The Administrator will work with the participant to make sure all appropriate documentation is obtained, and the application is completed.
- The Administrator will estimate the pension by calculating all potential options for the participant.
- The Administrator is the point of contact for all Qualified Domestic Relations Orders filed with the Plan(s).

B. Pension Board Meetings

- The Administrator will schedule monthly Pension Board Meetings at which the Pension Applications will be presented for review and approval. Meetings are held via Teams Meeting or Zoom.

- The Administrator shall provide a single point of contact with seamless administration and accountability, which will be able to attend Pension Board meeting. MTS shall be notified immediately of any employment status changes with the point person.
- The Administrator is responsible for the generation and disbursement of the meeting books in advance of the meetings as well as the meeting minutes and any other material that should be necessary for the Board to review. Following approval by the Board(s), the Administrator will transmit the pension calculation and documentation to MTS for payment out of the SDTC Pension Plan account.

C. Pension Statements

The Administrator is responsible for the generation and mailing of annual statements of estimated benefits to all plan active and terminated vested participants. A single ready-to-use data file to be provided by MTS on an annual basis for eligible plan participants only (or a field indicating participation). The file will include the following fields that will be reviewed for reasonability only by the Administrator:

- Badge number
- SSN
- Name
- Address
- Union Group
- Birth Date
- Hire Date
- Pension Start Date
- Transfer Date (e.g., union to noncontract)
- Termination Date
- Credited Service
- Vesting Service
- Pensionable Salary (after adjustments for excluded compensation)
- Pensionable Hours

D. Disability Tracking

The Administrator is responsible for tracking participants who have retired on a disability pension and who are subject to potential reduction of their benefit based on their earnings. Tax documentation must be collected annually in a timely manner, reviewed and presented to the Board. Reduction calculations are performed as necessary and submitted to MTS for implementation.

E. Required Beginning Date

The plans are subject to the Internal Revenue Code (IRC) section 401(a)(9), which establishes a mandatory date, known as the "required beginning date" (RBD). The Administrator will monitor Participants that reach RBD will use reasonable business efforts to locate any Participant who has attained the RBD but who has not commenced receiving benefits from the Plan. These efforts should include:

- Attempted contact via U.S. certified mail to the last known mailing address and attempted contact at the last known telephone number and e-mail;
- A search of Plan and Employer records, and publicly available records or directories for alternative contact information; and
- The use of a commercial locator service, a credit reporting agency or an internet search tool for locating individuals.

F. Record Keeping

- The Administrator shall be responsible for providing a secure recordkeeping system in a usable electronic format, capable of maintaining the pension files and related data confidential; and ensure the system has quality controls that maintain proper reporting and reconciliation.
- The Administrator shall notify MTS immediately in the event of an unauthorized breach or access, theft or release of pension files and related data.
- The Administrator shall be responsible for transferring pension files and related data to successors and to MTS upon request.
- The Administrator agrees that pension files and related data may not be sold, licensed, transferred, made available or disclosed unless specifically authorized in writing by MTS.
- The Administrator shall comply with all applicable federal, state and local laws, rules, regulations and policies.

G. Customer Service and Communication

- The Administrator shall not use Participant data in any way to market other products or contact Participants for any reason, other than as authorized by MTS.
- The Administrator shall provide timely customer service, with a single point of contact and a toll-free telephone number, to assist and provide guidance to active or terminated vested participants.
- The Administrator will provide all forms, materials and reports required for plan operation in electronic and paper formats.
- The Administrator shall communicate any legal and/or legislative requirement changes or pending legislation that may impact this statement of work.

H. Transition Plan

The Administrator shall provide a detailed and comprehensive solution for the transition of existing Pension Plan Administration Services and the measures to be taken to ensure MTS continues to receive support throughout the implementation phase.

I. Out-of-Scope Work

On occasion, the SDTC Pension Board may require additional services for special projects or other services not included in the above scope of work. This Out-of-Scope work will be billed at hourly rates and tracked per hour for each given project, not to exceed \$10,000 per year without additional approval.

5.3. PERIOD OF PERFORMANCE

The contract term is for five (5) base years with five (5) option years, exercisable at MTS's sole discretion, for a total of up to ten (10) years. Base period shall be effective March 1, 2026 through February 28, 2031 and option years shall be effective March 1, 2031 through February 29, 2036, if exercised by MTS.

5.4. INVOICES

Invoices must be sent to the MTS Accounting Department, via email, at ap@sdmts.com. All invoices must have the Purchase Order and contract number clearly displayed to ensure timely payment. MTS will not pay on packing slips, receiving documents, delivery documents, or other similar documents. Invoices must be submitted for payment.

Payment terms shall be net 30 days from invoice date. If MTS rejects an incorrectly submitted invoice and sends it back for correction, the net 30 days restart from the corrected invoice date.

Contractors must also indicate if any of the invoiced amount(s) is for service or work provided by a subcontractor and indicate the amount that will be paid to the subcontractor. Contractors must also comply with the prompt payment requirements in the *Prompt Progress Payments* section of the Standard Conditions.

5.5. [NOT APPLICABLE] PAYMENT PROCESSING SECURITY AND PCI DSS COMPLIANCE**5.6. [NOT APPLICABLE] CONTRACTOR'S INFORMATION SECURITY RESPONSIBILITIES****5.7. [NOT APPLICABLE] BUY AMERICA****5.7.1. [NOT APPLICABLE] CONSTRUCTION MATERIALS****5.7.2. [NOT APPLICABLE] MANUFACTURED PRODUCT****5.7.3. [NOT APPLICABLE] ROLLING STOCK****5.7.4. [NOT APPLICABLE] IRON OR STEEL****5.8. [NOT APPLICABLE] SAFETY DATA SHEETS (SDS)****5.9. [NOT APPLICABLE] NO RIGHT TO POST SIGNS****5.10. [NOT APPLICABLE] REPLACEMENT PARTS****5.11. [NOT APPLICABLE] DELIVERY AND ACCEPTANCE****5.12. [NOT APPLICABLE] EXPEDITING****5.13. [NOT APPLICABLE] ACQUISITION OF ROLLING STOCK**

EXHIBIT B

COST/PRICING FORM

COST/PRICING FORM
MTS Doc No. G3110.0-26
Pension Plan Administration Services RFP

Instructions: Please complete the form below by filling in the Annual Lump Sum Cost for each year. Costs shall be total all-inclusive, including, but not limited to, taxes, travel, insurance, etc. No additional costs are allowed. Work performed under the this service as described in the Scope of Work shall be compensated on a Firm Fixed Price per annum in accordance with the following Price Schedule.

Proposer/Firm Name: The Howard E. Nyhart Co., Inc. dba Nyhart

PERIOD	ANNUAL LUMP SUM FIRM FIXED PRICE (\$)
YEAR ONE (1) (March 1, 2026 through and ending on February 28, 2027)	\$70,000
YEAR TWO (2) (March 1, 2027 through and ending on February 29, 2028)	\$67,000
YEAR THREE (3) (March 1, 2028 through and ending on February 28, 2029)	\$63,000
YEAR FOUR (4) (March 1, 2029 through and ending on February 28, 2030)	\$58,000
YEAR FIVE (5) (March 1, 2030 through and ending on February 28, 2031)	\$56,000
*AS NEEDED SERVICES (BASE YEARS 1-5)	\$50,000
SUBTOTAL (BASE YEARS 1-5)	\$364,000
YEAR SIX (6) - OPTION YEAR 1 (March 1, 2031 through and ending on February 29, 2032)	\$54,000
YEAR SEVEN (7) - OPTION YEAR 2 (March 1, 2032 through and ending on February 28, 2033)	\$52,000
YEAR EIGHT (8) - OPTION YEAR 3 (March 1, 2033 through and ending on February 28, 2034)	\$50,000
YEAR NINE (9) - OPTION YEAR 4 (March 1, 2034 through and ending on February 28, 2035)	\$48,000
YEAR TEN (10) - OPTION YEAR 5 (March 1, 2035 through and ending on February 28, 2036)	\$46,000
*AS NEEDED SERVICES (BASE YEARS 1-5)	\$50,000
SUBTOTAL (OPTION YEARS 1 - 5)	\$300,000
GRAND TOTAL (BASE + OPTION YEARS)	\$664,000

** Proposer accepts responsibility for accuracy and presentation of the proposal. MTS is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in the proposal.*

** The SDTC Pension Board may require As Needed Services for special projects. These services will be billed at hourly rates and tracked per hour for each given project, not to exceed \$10,000 per year without additional approval by MTS.*

EXHIBIT C

STANDARD CONDITIONS

STANDARD CONDITIONS

7.1. COMPLETE AGREEMENT

This Agreement, including all applicable terms, conditions, and specifications, is the entire agreement of the parties and no attempted modification shall be binding unless in writing and signed by MTS and the Contractor.

MTS reserves the right to use alternative vendors/contractors at any time for any reason.

7.2. COUNTERPARTS

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

7.3. SURVIVAL

Notwithstanding MTS's acceptance of the services and payment therefore, Contractor shall remain obligated under all clauses of this Agreement which expressly, or by their nature, extend beyond and survive such acceptance and payment.

7.4. DUTY TO CLARIFY OBVIOUS AMBIGUITY

The Contractor is required to seek clarification of any obvious ambiguity contained in the contract documents. Failure to do so will result in an interpretation of the ambiguous provision favorable to MTS should a dispute later arise concerning that provision.

7.5. NOTICES

All notices or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States Post Office, addressed as follows:

To MTS:

San Diego Metropolitan Transit System (MTS)
Attention: Chief Executive Officer
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490

To Contractor:

As shown on front page.

7.6. CHANGES IN WORK

No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the MTS Project Manager and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The written notice of potential change in work be given to MTS prior to the time Contractor shall have performed the work within fifteen (15) days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential change in work.

The MTS Project Manager may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Contractor or ordered by the MTS Project Manager, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

7.7. SEVERABILITY

If any term, provision, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.8. TERMINATION OF AGREEMENT

7.8.1. TERMINATION FOR CONVENIENCE

Performance under this agreement may be terminated by MTS in accordance with this clause in whole or, from time-to-time, in part, whenever MTS shall elect. Any such termination shall be affected by delivery to Contractor of a Notice of Termination specifying the extent to which performance under this agreement is terminated, and the date upon which such termination becomes effective. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:

- A. immediately discontinue performance on the date and to the extent specified in the notice;
- B. place no further orders for materials other than as may be necessarily required for completion of such portion of the agreement that is not terminated;
- C. promptly make every reasonable effort to either obtain cancellation on terms satisfactory to MTS of all orders to Contractor's suppliers to the extent they relate to the performance of that portion terminated, or upon MTS concurrence assign to MTS those orders; and
- D. assist MTS, upon request, in the maintenance, protection and disposition of property acquired by MTS under this agreement.

If claimed in writing within 30 calendar days after Notice of Termination, MTS will pay to Contractor an equitable adjustment to include (without duplication of any item):

- A. all amounts due and not previously paid to Contractor for goods completed in accordance with this agreement prior to such notice;
- B. a reasonable amount for any goods and materials then in production; provided that no such adjustment be made in favor of Contractor with respect to any goods which are Contractor's standard stock;
- C. costs of settling and paying supplier's claim arising out of the canceled orders; and
- D. a reasonable profit for costs incurred in the performance of that portion terminated; provided, however, that if it appears that Contractor would have sustained a loss on the entire agreement had it been completed, no profit shall be included.

The total sum to be paid to Contractor under this clause, shall not exceed the total order price as reduced by the amount of payments otherwise made, and as further reduced by the order price of that portion not terminated, and will not include any consideration for loss of anticipated profits on the terminated portion all claims for which seller agrees to waive.

7.8.2. TERMINATION FOR DEFAULT

In case of Contractor breach or failure to perform, MTS reserves the right to terminate the contract for default. MTS may award the contract to the next lowest responsive, responsible Proposer, solicit new bids, or pursue any other remedy authorized by law.

In addition to any remedy authorized by law, money due to the Contractor under and by virtue of contract, as shall be considered necessary by MTS, may be retained by MTS until disposition has been made of such suits or claims for damages. The retention of money due to the Contractor shall be subject to the following:

- A. MTS will give the Contractor ten (10) days' notice of its intention to retain funds from any partial payment, which may become due to the Contractor prior to acceptance by MTS of the contract. Retention of funds from any payment made after acceptance may be made without such prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments.
- C. If MTS has retained funds, and it is subsequently determined that MTS is not entitled to be indemnified and saved harmless by the Contractor in connection with the matter for which such retention was made, MTS shall be liable for interest earned on the amount retained for the period of such retention.

MTS may terminate the contract by serving a notice of termination on the Contractor. Notice shall set forth the manner in which the Contractor is in default, and provide the Contractor with ten (10) days' time to cure the default to the satisfaction of MTS. This cure period may be adjusted if the parties so agree in writing. If MTS determines after the cure period that the default is not cured, MTS will issue a "show cause" letter to the Contractor requesting from the Contractor reasons why this contract should not be terminated. If MTS does not find that the Contractor has demonstrated sufficient reason for its failure to cure, the contract shall be deemed terminated. The Contractor shall only be paid the contract price for supplies received and accepted, or services performed in accordance with the manner set forth in the contract. If MTS determines that the Contractor had an excusable reason for not performing such as a strike, fire, flood, or other events, which are not the fault of, or beyond the control of the Contractor, MTS may allow the Contractor to continue work or terminate the contract for convenience.

7.9. ASSIGNABILITY

- A. By MTS. This contract is assignable, in whole or in part, to any other government agency, including the North County Transit District and/or the San Diego Association of Governments and/or the Metropolitan Transit System. The party wishing to exercise the assignment (also known as a "piggyback") shall perform an independent cost estimate to determine fair and reasonable pricing, and shall enter into its own contract with the vendor based upon the terms and conditions of this Request for Proposal. Any assignment or

piggyback shall comply with Federal Transit Administration (FTA) requirements if applicable. MTS shall have no responsibility or liability for any such assignment or piggyback.

- B. By Contractor. Any attempt by Contractor to assign, subcontract, or transfer all or part of this Agreement shall be void and unenforceable without MTS' prior written consent; which consent shall not be unreasonably withheld. Any such consent shall not relieve Contractor from full and direct responsibility for all services performed prior to the date of assigning, subcontracting, or transferring this Agreement. In the event of an authorized assignment by MTS or applicable law, all terms, conditions, and provisions of this contract shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties.

Any assignment of this Agreement or of any rights hereunder of hypothecation thereof in any manner, in whole or in part, without the prior written consent of MTS shall be null and void. Notwithstanding the foregoing, Contractor may assign monies due or to become due under this Agreement, and such assignments will be recognized by MTS, provided that written notice thereof is given to MTS at least ten (10) calendar days before payment is due. Any assignment of monies shall be subject to proper setoffs in favor of MTS to all deductions provided for in this Agreement. All money withheld, whether assigned or not, shall be subject to being used by MTS for the completion of the Agreement, in the event Contractor should be in default therein.

In the event of an authorized assignment by MTS or applicable law, all terms, conditions, and provisions hereof shall inure to and bind hereto their and each of their respective heirs, executors, administrators, successors, and assigns.

7.10. STANDARD OF PERFORMANCE

Contractor's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this contract and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

7.11. TIME

The Contractor acknowledges that timely performance is an important element of this Agreement. Accordingly, the Contractor shall put forth its best professional effort to complete its services in accordance with the agreed-upon schedule.

7.12. EXCUSABLE DELAYS / FORCE MAJEURE

Timely performance and deliveries are essential to this Agreement. However, Contractor will not be liable for delays in performing its obligations to the extent the delay is caused by an unforeseeable condition, which is beyond Contractor's reasonable control, without Contractor's fault or negligence. Acts of God, such as storms or floods, as well as government priorities, acts of civil or military authorities, fires, strikes, epidemics, war or riot, are examples of events which

will be excusable for being beyond Contractor's reasonable control only upon fulfillment of the following conditions: (a) within seven (7) calendar days of the commencement of any excusable delay, Contractor shall provide MTS with written notice of the cause and extent thereof, as well as request for a schedule extension for the estimated duration thereof; and (b) within seven (7) calendar days of the cessation of the event causing delay, Contractor shall provide MTS with written notice of the actual delay incurred, upon receipt of which the date of promised delivery shall be extended for the time actually lost by reason of an excusable delay.

7.13. SUSPENSION OF WORK

MTS may at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying or interrupting all or any part of the Work for a specified period of time. The Contractor shall comply immediately with any such written order and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of work stoppage. Contractor shall continue the Work that is not included in the suspension and shall continue such ancillary activities as are not suspended. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction from MTS. The Contractor shall be allowed an equitable adjustment in the Contract price and/or an extension of the Contract time, to the extent that cost or delays are shown by the Contractor to be directly attributable to any suspension. However, no adjustment shall be made under this section for any suspension, delay or interruption due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for, or excluded under any other term or condition of the Contract. As soon as reasonably possible but no later than forty-five (45) calendar days, or any other period of time agreed to by the parties, after receipt of the written suspension of work notice, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the suspension, delay or interruption.

7.14. INSPECTION AND TESTING

Except as otherwise expressly provided herein, Contractor shall be responsible for all inspection and testing, and agrees to strictly follow the standards of quality specified by MTS in addition to those customary in the industry. MTS shall be afforded free access to plants of Contractor and its suppliers in order to make surveillance inspections to monitor compliance with contractual quality requirements, and MTS's right to inspect, examine, and test the goods shall extend through the manufacturing process, the time and shipment, and a reasonable time after arrival at the ultimate destination. Contractor's failure to adhere to the standards of quality required under this Agreement shall be deemed to be reasonable grounds for insecurity justifying a written demand from MTS that Contractor provide adequate assurance of Contractor's ability to meet said standards.

Goods shall not be deemed accepted until finally inspected and examined at final destination.

The making or failure to make any surveillance inspection or examination of, payment for, or acceptance of the goods shall in no way impair MTS's right to reject nonconforming goods, or to avail itself of any other remedies to which MTS may be entitled, notwithstanding MTS's knowledge of the nonconformity, its substantiality, or the ease of its discovery.

7.15. INDEPENDENT CONTRACTOR

Contractor hereby declares that it is engaged in an independent business and agrees that in the performance of this Agreement it shall act as an independent contractor and not as an employee of MTS. Contractor has and hereby retains full control of all the employment, compensation, and discharge of all employees of Contractor assisting in its performance hereunder. Contractor shall be fully responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding tax, and all other laws and regulations governing such matters. Contractor shall be responsible for its own acts and those of its agents and employees during the term of this Agreement. MTS shall be responsible for its own acts and those of its agents and employees during the term of this Agreement. Except as otherwise specifically provided, as an independent contractor, Contractor is solely responsible for determining the means and methods of performing the services described in the scope of work. Contractor shall perform the work contemplated with resources available within its own organization.

7.16. THIRD PARTY BENEFICIARIES

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract

7.17. SUBCONTRACTORS

Contractor agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to MTS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and MTS. MTS reserves the right to approve all subcontractors. MTS's approval of any subcontractor under this Agreement shall not in any way relieve Contractor of its obligations under this Agreement.

7.18. INDEMNITY

As between MTS and Contractor, Contractor is deemed to assume responsibility and liability for, and Contractor shall defend, indemnify and hold harmless, MTS, SDTI, SDTC, SD&AE, SD&IV and any and all of its directors, officers, agents or employees from and against any and all claims, loss, damage, charge, or expense, whether direct or indirect, which MTS, SDTI, SDTC, SD&AE, SD&IV or such directors, officers, agents or employees may be put or subjected, by reason of any damage, loss, or injury of any kind or nature whatever to persons or property caused by or resulting from or in connection with any negligent act or action, or any neglect, omission, or failure to act when under a duty to act on the part of Contractor or any of its officers, agents, servants, employees or subcontractors in its or their performance under this Agreement. In addition to any other remedy authorized by law, so much of the money due Contractor under this Agreement as shall be considered necessary by MTS may be retained until disposition has been made of any claim for damages.

7.19. DISPUTES, CLAIMS, AND RESOLUTION

MTS and the Contractor agree that every effort shall be made to resolve any dispute arising under this Agreement informally through their designated representatives. If the informal efforts are unsuccessful, then either party may request mediation by submitting a written request signed by an officer with the authority to bind the Contractor or MTS. Within five (5) business days of the request of any party, the parties shall mutually agree on the person or alternative dispute resolution agency to conduct the mediation. If the parties are unable to agree on the person or alternative dispute resolution agency to conduct the mediation, the initiating party may arrange for the office of the American Arbitration Association in downtown San Diego, California, to perform the mediation. The initiating party shall then schedule the mediation so that it is conducted within fifteen (15) business days of the mediator's appointment. The costs of the mediation and fees of the mediator, if any, shall be borne by the requesting party. Any dispute not resolved through the mediation may proceed to litigation in a court of competent jurisdiction in the County of San Diego, State of California, unless the parties agree in writing to submit the dispute to binding arbitration.

Should the Contractor suffer any injury or damage to person or property because of any alleged act or omission of MTS, or if any of Contractor's employees, agents, or others for whose acts the Contractor is legally liable suffers any injury or damages to person or property because of any alleged act or omission of MTS, a written claim for damages shall be filed with the MTS Office of General Counsel in accordance with the provisions of California Government Code section 900 et seq.

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by MTS or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder except as may be specifically agreed to in writing.

7.20. NONWAIVER

Failure of MTS to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein, or by law, or to properly notify Contractor in the event of breach, or the acceptance of payment for any goods hereunder, or review of design, shall not release Contractor from any of the warranties or obligations of this agreement, and shall not be deemed a waiver of any right of MTS to insist regardless when shipped, received, or accepted or as to any prior or subsequent default hereunder, nor shall any revision of this agreement by MTS operate as a waiver of any of the terms hereof. A requirement that a Contractor's document be submitted for or subject to "authorization to proceed," "approval," "acceptance," "review," "comment," or combinations of such words or words of like import shall mean, unless the context clearly indicates otherwise, that Contractor shall, before implementing the information in the document, submit the document, obtain resolution of any comments, and obtain written authorization from MTS to proceed, and shall mean that a complete check will be performed. Authorization to proceed shall not constitute acceptance or approval of design details, calculations, analyses, test methods, or materials developed or selected by Contractor and shall not relieve Contractor from full compliance with contractual obligations.

7.21. GOVERNING LAW AND CHOICE OF FORUM

The definition of terms used, interpretation of this Agreement, and rights of all parties hereunder shall be determined in accordance with the laws of the State of California.

Any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal or state courts located in San Diego County, California, and the Contractor and MTS hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

7.22. LITIGATION EXPENSES

Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs, and attorney's fees shall be paid to the prevailing party.

7.23. INSURANCE

Contractor will include the contract number on all insurance-related correspondence, i.e., the insurance certificate itself.

All policies required shall be issued by companies who are licensed or approved to do business in the State of California and hold a current policyholder's alphabetic and financial-size category rating of not less than A VII, in accordance with A.M. Best.

MTS utilizes the services of a third-party insurance monitoring company. As a condition of contract award, Contractor shall submit any required insurance policies to the third-party monitoring company of MTS' choosing.

A. COVERAGE REQUIRED - ALL CONTRACTS (LIABILITY)

i. Commercial General Liability: At all times during this contract and, with respect to Products and Completed Operations Liability, **for five (5) years following the acceptance of the work by MTS**, Contractor agrees to maintain Commercial General Liability Insurance utilizing Insurance Services Office (ISO) coverage form CG0001, edition date 10/01 or later, or an equivalent form and with insurance companies acceptable to MTS. The coverage shall contain no restricting or exclusionary endorsements with respect to the performing of services described in the scope of work.

All such policies shall name in the endorsement San Diego Metropolitan Transit System (MTS), San Diego Trolley, Inc. (SDTI), San Diego and Arizona Eastern Railway (SD&AE), San Diego and Imperial Valley Railroad (SD&IV), and San Diego Transit Corporation (SDTC), their directors, officers, agents, and employees as additional insureds as their interests may appear. Furthermore, an endorsement will be required demonstrating that the standard railroad exclusionary language has been removed as applicable.

ii. Automobile Liability: At all times during this contract, Contractor agrees to maintain Automobile Liability Insurance for bodily injury and property damage, covering Code 1 (any auto).

iii. Workers' Compensation/Employer Liability: At all times during this contract, Contractor agrees to maintain Workers' Compensation and Employers' Liability Insurance in compliance with the

applicable statutory requirements. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver.

B. ADDITIONAL COVERAGES REQUIRED (AS INDICATED. WHERE THERE IS A CHECKMARK ☒, THE COVERAGE IS REQUIRED)

i. ☒ Primary and Non-Contributory Insurance

Contractor agrees that all general liability coverages required under this insurance section are PRIMARY and that any insurance of MTS, SDTI, SD&AE, SD&IV, and SDTC shall be excess and noncontributory (endorsement required).

ii. ☒ Umbrella or Excess Liability (if required to meet liability limits above)

Contractor agrees that any Umbrella or Excess Liability Policy utilized to provide the required limits of liability shall contain coverage at least as broad as that provided by the General Liability Policy, and be written for a term concurrent with the General Liability Policy.

iii. ☐ Owner-Provided Builder's Risk

MTS will provide Builder's Risk Insurance on a special form basis, excluding the perils of earthquake and flood, at a limit of not less than the full replacement value of the work and covering the work and all materials and equipment to be incorporated therein, including property in transit elsewhere, and insuring the interests of the Contractor, subcontractors, materialmen, and MTS, SDTI, SD&AE, SD&IV, SDTC, MTS's contractor for design, and MTS's contractor for construction management. However, Contractor is responsible for the portion of any loss that is within the deductible amount of this Builder's Risk Insurance, which is currently at \$50,000 but is subject to change.

iv. ☐ Railroad Protective Liability and CG 24 17 Endorsement for CGL Policy – Required

The CGL policy must contain the following endorsement: Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage). Furthermore, Contractor shall maintain a Railroad Protective Liability coverage with limits shown below, and name MTS as the named insured on the policy.

v. ☒ Professional Liability

At all times during this contract, **and for five (5) years following acceptance of work by owner**, Contractor agrees to maintain Professional Liability Insurance with respect to services or operations under this Agreement.

vi. ☐ Pollution Legal Liability

At all times during this contract, and for twenty-four (24) months following, Contractor agrees to maintain Pollution Legal Liability Insurance with respect to services or operations under this Agreement. The extended discovery period must be no less than twenty-four (24) months.

vii. ☐ Contractor Equipment

At all times during this contract, Contractor agrees to maintain Contractor's Equipment Insurance on a special form basis covering equipment owned, leased, or used by Contractor. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver. Contractor hereby releases and holds harmless MTS for any loss or damage to its equipment.

viii. ☐ Installation Floater

At all times during this contract, Contractor agrees to maintain Installation Floater Insurance on a special form basis covering property owned or provided by Contractor. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver. Contractor hereby releases and holds harmless these entities for any loss or damage to its property.

ix. ☐ Garage Keeper's Legal Liability & Automobile Portion

At all times during this contract, Contractor agrees to maintain Garage Keeper's Legal Liability as well Automobile Portion which covers the risk of loss or damage to MTS vehicles while in the care, custody or control of Contractor. Automobile portion shall cover the Contractor in the event of a vehicle accident while they are driving an MTS vehicle, which results in a third party claim of physical damage or bodily injury.

x. ☐ Crime Fidelity Insurance

At all times during this contract, Contractor agrees to maintain Crime Fidelity Insurance with respect to services or operations under this agreement. The coverage should include the following:

- Employee dishonesty/theft
- Theft, disappearance and destruction on the premises
- Theft, disappearance and destruction while in transit
- Forgery/alteration

xi. ☐ Property Insurance

Contractor is responsible to insure physical damage coverage at replacement cost value on the rolling stock (i.e., revenue and non-revenue vehicles) it operates. [Note: MTS insures the buildings in which the fixed route contract operates.]

xii. ☒ Cyber and Privacy Liability, including Technology Errors and Omissions

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses. Coverage shall also include Technology Professional Liability Errors & Omissions appropriate to the Consultant's profession and work hereunder.

xiii. ☐ Financial Institution Bond / Electronic and Computer Crime

At all times through the period of performance of this Agreement, Contractor agrees to maintain Financial Institution Bond / Electronic & Computer Crime Insurance with respect to services and/or operations under this Agreement. The coverage shall include, at minimum, the following:

- Employee dishonesty / theft
- Theft, disappearance and destruction on the premises
- Theft, disappearance and destruction on / while in transit
- Forgery / Alteration

C. MINIMUM POLICY LIMITS REQUIRED

i. All Contracts (Liability) Limits

Commercial General Liability (Per Occurrence):	\$2,000,000
(General Aggregate)	\$4,000,000
(Completed Operations & Products Aggregate)	\$2,000,000
Automobile Liability: (Combined Single Limit)	\$2,000,000
Worker's Compensation:	Statutory Limits, with Employer's Liability Limits of no less than \$1,000,000 per accident for bodily injury or disease

ii. Additional Coverages (as indicated under Additional Coverages Required Section):

☒	i.	Primary and Non-Contributory Insurance	Primary
☒	ii.	Umbrella or Excess Liability (if required to meet liability limits above)	\$
☐	iii.	Owner Provided Builder's Risk	Replacement Cost
☐	iv.	Railroad Protective (Per Occurrence)	\$
		Railroad Protective (General Aggregate)	\$
☒	v.	Professional Liability	\$ 1,000,000
☐	vi.	Pollution and Legal Liability	\$
☐	vii.	Contractor Equipment	Replacement Cost
☐	viii.	Installation Floater	Replacement Cost
☐	ix.	Garage Keeper's Legal Liability & Automobile Portion (Combined Single Limit (CSL))	Per Occurrence

☐	x.	Crime Fidelity Insurance	\$
☐	xi.	Property Insurance	\$
☒	xii.	Cyber Security Liability Insurance (per occurrence or claim)	\$ 2,000,000
		(Aggregate)	\$ 2,000,000
☐	xiii.	Financial Institution Bond/Electronic and Computer Crime	\$

D. NOTICE OF POLICY CHANGES

Contractor shall not amend or cancel the insurance policy and coverage required by this Agreement without providing MTS with at least thirty (30) days prior written notice. Contractor shall notify MTS within ten (10) days of insurer-initiated material amendments or cancellations to the insurance coverage required by this Agreement. Under no circumstances shall these notice provisions be deemed a waiver of the insurance requirements set for herein. Any material changes in or cancellation of the insurance policy on file with MTS pursuant to the insurance requirements will result in an immediate stop work order until proof of substitute coverage meeting the requirements of this Agreement is provided to MTS. In the alternative, in MTS' sole discretion, MTS retains the right to declare Contractor in default and immediately terminate this Agreement if the insurance coverage required is cancelled, otherwise lapses or fails to meet the coverage limits at any time, and for any duration, during the term of this Agreement.

E. EVIDENCE REQUIRED

Within ten (10) working days following receipt of notice that a contract has been awarded, Contractor shall have provided the MTS Contracts Specialist with satisfactory certification by a qualified representative of the Insurer(s) that Contractor's insurance complies with all provisions in this insurance section.

F. SPECIAL PROVISIONS

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by MTS, SDTI, SD&AE, SD&IV, and SDTC, or their insurance Contractor(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

MTS reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.

7.24. [NOT APPLICABLE] LIQUIDATED DAMAGES

7.25. PRICE AND PAYMENT

The total price herein specified, unless otherwise expressly stated, shall include all taxes of any kind which either party is required to pay with respect to the sale of the goods covered by this Agreement, including sales and use taxes, and shall include all charges and expenses for

customs duties, freight charges, inspection, testing, packaging and loading unless specifically excluded.

Payment will be made as set forth in this Agreement; however, payments may be withheld or portions thereof may be deducted or setoffs may be made against Contractor if Contractor is not performing work in accordance with the applicable provisions of this Agreement. The time for payment of invoices or for accepting any discounts offered shall run only from the date of receipt of correct invoices with required certification documents by MTS.

ADVANCE PAYMENT IS NOT ALLOWABLE.

7.26. CONSIDERATION PAID

In addition, MTS shall pay the Contractor a fixed fee of \$____. Said fixed fee shall not be altered unless there is a significant alteration in scope, complexity, or character of the work to be performed.

Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing.

Total expenditures made under this contract, including the fixed fee, shall not exceed the sum of \$____.

Payment will be made as set forth in this Agreement; however, payments may be withheld or portions thereof may be deducted or setoffs may be made against Contractor if Contractor is not performing work in accordance with the applicable provisions of this Agreement. The time for payment of invoices or for accepting any discounts offered shall run only from the date of receipt of correct invoices with required certification documents by MTS.

MTS does not reimburse travel expenses unless expressly permitted within the scope. If travel expense reimbursement is permitted within the scope, reimbursement for transportation and subsistence costs shall be in accordance with MTS Board Policy No. 44-C.

7.27. COST PRINCIPLES

Contractor and any subcontractors agree that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items.

Contractor and its subcontractors shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Contractor and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of Contractor and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion.

Any costs for which payment has been made that are determined by a subsequent audit to be unallowable under the provisions above are subject to repayment by the Contractor to MTS.

7.28. PROMPT PROGRESS PAYMENT AND RETENTION

- A. **Prompt Progress Payment.** Contractor shall pay each subcontractor participating on the contract for satisfactory completion of accepted work no later than 30 calendar days from the receipt of each progress payment the Contractor receives from MTS. Any subcontractor will also be required to pay any lower-tier subcontractors for satisfactory completion of accepted work no later than 30 calendar days from the receipt of each progress payment from the prime contractor. Any delay or postponement of payment over 30 calendar days may occur only for good cause following written approval of MTS. This clause applies to both DBE and non-DBE subcontractors.
- B. **Retention.** No retainage will be held by MTS from progress payments due to the Contractor. If retainage is kept by Contractor, Contractor must make prompt and full payment of any retainage owed to subcontractors work within 30 calendar days after subcontractor's work has been satisfactorily completed. Subcontractors will also be required to make prompt and full payment of any retainage owed to any lower-tier subcontractors work within 30 calendar days after the lower-tier subcontractor's work has been satisfactorily completed. Any delay or postponement of payment over 30 calendar days may occur only for good cause following written approval of MTS. This clause applies to both DBE and non-DBE subcontractors.
- C. **Monitoring.** If subcontractors, Contractor must submit a completed MTS Prompt Payment Certification Form to MTS with each invoice, within one (1) month following final acceptance of contract work, and as requested by MTS. The MTS Prompt Payment Certification Form may be downloaded at <https://www.sdmts.com/business-center/procurement/prompt-payment>.
- D. **Record Retention:** Contractor and Subcontractors must maintain records of payments to DBE and non-DBE subcontractors for a minimum of three (3) years.
- E. **Penalties for Noncompliance.** Failure of Contractor or subcontractor to comply with this provision will constitute noncompliance, which may result in the application of legal and contract remedies, including, but not limited to, Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that the subcontractors are promptly paid for the work they have performed, contract termination and/or other remedies as deemed appropriate by MTS. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late or nonpayment by the Contractor, deficient Subcontractor performance, or noncompliance by a Subcontractor.
- F. **Subcontracts.** Contractor must include this clause in its subcontracts and lower-tier subcontracts related to the performance of this Agreement.

7.29. RECORDS RETENTION AND ACCESS TO SITES OF PERFORMANCE (APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)

- A. **Types of Records.** Contractor and any Subcontractor shall retain, complete and make readily accessible records related in whole or in part to the performance of the Contract, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party

contracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

- B. Retention Period. The Contractor and any Subcontractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. Access to Records and Sites of Performance. Contractor and any Subcontractor shall:
 - i. Provide sufficient access to inspect, copy and audit records and information, related to the performance of the Contract, upon receipt of a request made by the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, the Comptroller General's duly authorized representatives, State of California or its duly authorized representatives, the California State Auditor, and/or MTS;
 - ii. Permit those individuals listed above access to all records of employment, employment advertisements, employment application forms, and other pertinent data related to the performance of the Contract;
 - iii. Permit those individuals listed above to have access to the sites of performance of the Contract and to make site visits as needed in compliance with the U.S. DOT Common Rules, as applicable.
 - iv. Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the U.S. DOT Common Rules, as applicable.

7.30. [NOT APPLICABLE] WARRANTIES-GUARANTEES

7.31. [NOT APPLICABLE] INTELLECTUAL PROPERTY WARRANTY

7.32. [NOT APPLICABLE] DATA RIGHTS

7.33. EXCLUSIVE USE

The services hereunder are provided for the exclusive use of MTS and such services, data, recommendations, proposals, reports, design criteria, and similar information provided by Contractor, are not to be used or relied upon by other parties except as authorized by MTS.

7.34. OWNERSHIP OF DOCUMENTS

Tracings, plans, specifications, and maps prepared or obtained under the terms of this Agreement shall be delivered to and become the property of MTS. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under this Agreement shall be made available, upon request, to MTS without restriction or limitation on its use.

7.35. LANGUAGE AND MEASURE UNITS

Unless specified otherwise, manuals, specifications, drawings, plans, purchase orders, subcontract documents, and invoices submitted in accordance with this Agreement shall be in metric ("Systems International d' Units," or "SI units") with the United States equivalents clearly shown.

7.36. [NOT APPLICABLE] STANDARDS AND CODES**7.37. DBE AND OTHER SMALL BUSINESS PARTICIPATION**

MTS encourages the participation of DBEs, minority owned businesses (MBEs), women owned businesses (WBEs), disabled veteran business enterprises (DVBEs), lesbian gay bisexual transgender owned businesses (LGBTBEs) persons with disabilities business enterprises (PDBE) and small businesses (SB) in the performance of all of its contracts. MTS encourages the Contractor to outreach to DBEs and other small business enterprises for any potential subcontracting opportunities on this project. MTS tracks DBE, MBE, WBE, DVBE, PDBE, LGBT and SB participation and therefore requires all successful proposers to report whether the prime contractor and any subcontractors are a DBE or other small business enterprise. Contractor must complete MTS's Designation of Subcontractors and DBE Program - Information for MTS's Bidder List. If interested in learning about bonding or financial assistance that may be available for small businesses, visit www.sba.gov. If interested in learning about the eligibility requirements to become certified as a DBE, MBE, WBE, DVBE, LGBTBE, PDBE or SB or how to view a list of certified firms, please contact MTS's DBE Liaison Officer, Samantha Leslie, at Samantha.Leslie@sdmts.com for more information.

7.38. AMERICANS WITH DISABILITIES ACT

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; as well as all applicable regulations and guidelines issued pursuant to the ADA

7.39. SUBSTANCE ABUSE

Pursuant to the rules and regulations of the Department of Transportation to the extent applicable to this Contract, Contractor will be required to comply with all applicable drug and alcohol testing requirements, including the amendments to 49 C.F.R. parts 655.

As a condition of this Contract, the following are the Contractor's Drug and Alcohol Testing Obligations:

7.39.1. CONTRACTORS CERTIFICATION:

Contractor certifies that it will comply with all applicable drug and alcohol testing requirements provided by law, including, but not limited to, the drug and alcohol testing requirements set forth in the Department of Transportation's regulations.

7.39.2. INDEMNIFICATION OF MTS:

Contractor agrees to indemnify, defend and hold harmless MTS, SDTI and SDTC, and their directors, employees and agents from and against any loss, damage, expense and liability that MTS, SDTI or SDTC, may incur as a result of Contractor's failure to comply with any applicable drug and alcohol testing obligations.

7.39.3. SURVIVAL OF MTS' INDEMNIFICATION RIGHTS:

The rights and obligations contained in "B" (Indemnification of MTS) will survive any termination or expiration of this Agreement.

7.39.4. FAILURE TO COMPLY WITH DRUG AND ALCOHOL TESTING OBLIGATIONS MAY RESULT IN TERMINATION OF CONTRACT:

If, at any time during the period of this Agreement, Contractor fails to comply with any applicable drug and alcohol testing requirements, MTS will consider such failure a material breach of this Agreement, and MTS may terminate this Agreement immediately.

7.40. EEO PROGRAM

7.40.1. MTS'S EEO PROGRAM:

MTS is an EEO Employer. As such, MTS agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, MTS agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. MTS' EEO Program for Contractors, MTS Policy No. 25, is part of this Agreement (a copy can be obtained from MTS' Clerk of the Board).

7.40.2. CONTRACTOR'S EEO PLAN:

Each Contractor who provides MTS labor, equipment, materials and services of \$50,000 or more per year with fifty (50) or more employees shall have, maintain, and submit an EEO Plan to the Director of Human Resources and Labor Relations for MTS each year of the contract, and a Workforce Utilization Report on or before January 1 and July 1 for each year of the contract. The objective of this plan is to assure that the Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, sexual orientation, gender identity, religion, disability, age or status as a parent. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

7.40.3. COMPLIANCE WITH REGULATIONS:

Contractor shall comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; Comply with federal transit law, specifically 49 U.S.C. § 5332; FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients,"; and Follow any other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination.

7.41. [NOT APPLICABLE] PUBLIC WORKS

7.42. [NOT APPLICABLE] CALIFORNIA AIR RESOURCES BOARD ("CARB")

7.43. [NOT APPLICABLE] IDENTIFICATION OF PERSONNEL/SECURITY

7.44. [NOT APPLICABLE] ROADWAY WORKERS PROTECTION (RWP) TRAINING

7.45. [NOT APPLICABLE] FLAGGING

7.46. [NOT APPLICABLE] SIGNALING MARK-OUT

7.47. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that she or he has not agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, MTS shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement a price or consideration, or otherwise recover the full amount of such fee, percentage, brokerage fee, gift, or contingent fee.

7.48. CALIFORNIA POLITICAL REFORM ACT

Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as MTS, may be deemed to be a "public official" subject to the Act if the Contractor advises MTS on decisions or actions to be taken by MTS. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act and the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

7.49. ENVIRONMENTAL PROTECTIONS

Contractor shall promptly supply MTS with copies of all notices, reports, correspondence, and submissions made by Contractor to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, California Department of Toxic Substances Control, San Diego Regional Water Quality Control Board, or any other local, state, or federal authority which requires submission of any information concerning environmental matters.

7.50. [NOT APPLICABLE] WATER QUALITY MANAGEMENT AND COMPLIANCE**7.51. CONFLICT OF INTEREST LAWS FOR MTS CONSULTANT****A. Background & Applicability to Consultants**

These procedures are intended to assist MTS consultants with complying with conflict of interest language in their contract with MTS. Pursuant to state regulations enforced by the California Fair Political Practices Commission (FPPC), the MTS Standard Agreement/Standard Conditions requires consultant employees to file a disclosure of financial interests known as a Form 700 if required by the MTS Conflict of Interest Code. The relevant Standard Agreement/Standard Conditions language. Additional information on Form 700s can be found on the [FPPC website](#).

B. Definitions and Persons Covered by the MTS Conflict of Interest Code

MTS has adopted a Conflict of Interest Code for its officers, employees and consultants pursuant to Government Code § 87300 et seq. According to the law, an agency's Conflict of Interest Code must list those employees, officers or consultants who are required to file a Form 700. The persons identified in the Conflict of Interest Code are designated as "Conflict Code Filers" because they "participate in the making of governmental decisions" that foreseeably could have a material financial effect on any of their economic interests.

(2 Cal. Code of Regulations Section 18730.) MTS's Conflict of Interest Code can be found on the [MTS website](#). In general, a Form 700 discloses the types of interests in real property, investments, business positions, and sources of income and gifts that could potentially affect the Conflict Code Filer. The Form 700 serves as a reminder to the Conflict Code Filer and the public of the financial interest decision-makers need to consider as they could cause an actual, potential or perceived conflict of interest.

“Participating in making a governmental decision” includes negotiating, providing advice by way of research, investigation, or preparation of reports or analyses for the MTS decision-maker, if these functions are performed without significant intervening review. MTS consultants who, pursuant to a contract with MTS, perform the same functions that would otherwise be performed by MTS employees by carrying out functions such as project management and oversight decisions (including recommendations that are likely to be approved by a MTS employee without significant intervening review); preparing contract scopes of work, specifications, cost estimates or contract negotiations; crafting evaluation factors to be used in a procurement, or deciding whether the policies, standards, or guidelines for MTS have been met, are considered to have “project manager responsibilities” that would otherwise be carried out by a MTS employee and are therefore required to fill out and submit a Form 700.

A consultant's employee participates in making a governmental decision for MTS when, s/he negotiates without significant and substantive intervening review, with a third party (someone other than their employer or MTS) regarding a governmental or contract decision; or advises or makes recommendations to the MTS decision maker either directly or without significant and substantive intervening review. “Significant and substantive intervening review” means a review of someone else's work during which the reviewer independently verifies the information, recommendation, advice, etc. that constitutes project manager responsibilities that lead to a governmental decision.

Form 700s are public records.

C. Steps for Compliance

Step 1: Identify who on your team will need to fill out a Form 700

The prime consultant will need to identify its own employees and the employees of its subconsultants (the consultant team) who have project manager responsibilities. Keep in mind, however, that even if a person has project manager responsibilities, if someone above that person in the decision-making process, whether a MTS employee or another consultant employee, is a Conflict Code Filer and that person conducts significant and substantive intervening reviews of the decision, recommendation or work in question, then not everyone prior to the Conflict Code Filer in the decision process needs to fill out a Form 700. If a consultant believes a member of its team with project management responsibilities for MTS is going to have his/her work undergo a significant and substantive intervening review by an MTS employee, the consultant must first check with the MTS Clerk of the Board (ClerkoftheBoard@sdmts.com) to confirm that MTS agrees with this allocation of responsibility.

Step 2: Notify MTS of Consultant's Conflict Code Filers

It is up to the consultant to notify MTS of the names of the individuals on its team (whether prime or subconsultant) who should be Conflict Code Filers based on the parameters

provided by MTS above in Section B. Designated persons must file statements of economic interests with MTS when assuming or leaving their position and annually while holding the position. It is important that the consultant maintains a list of its Conflict Code Filers and notify the MTS Clerk of the Board as soon as possible when the Consultant's employees who are performing project management responsibilities for MTS change. Filers must submit their assuming and leaving office form within 30 days and an annual form before April 1st of each year. Consultant employees who have been designated as Conflict Code Filers may not work on MTS projects if they do not have an updated Form 700 on file with MTS.

A. New Filers/Assuming Office

The consultant will need to notify MTS of its new Conflict Code Filers to the MTS Clerk of the Board by email at ClerkoftheBoard@sdmts.com. As a reminder, the consultant will need to update the filer list of employees throughout the life of the contract as new individuals are identified as Conflict Code Filers for MTS, use the designated *consultant form 700 filer contact information* form to submit the information for each applicable employee.

B. For Existing Filers:

It is important that the consultant notify MTS when those individuals previously identified as Conflict Code Filers are no longer performing project management responsibilities for MTS. Once an individual is identified as a Conflict Code Filer and completes a Form 700 in the eDisclosure system, they are required by law to continue to complete a Form 700 each year or be subject to fines and penalties by the FPPC. In order to remove a Conflict Code Filer, the consultant must notify MTS of the date the individual stopped performing project management responsibilities for MTS so the individual can complete a Leaving Office Statement. Until a Leaving Office Statement is filed, the individual is still considered a Conflict Code Filer and must continue to file annual statements.

Step 3: Notification by MTS & Establishment of Account with eDisclosure System

Once MTS receives notification by a consultant of a new Conflict Code Filer, the Clerk of the Board will send an email to the individual notifying them of their obligation to complete a Form 700 and what to expect. The Clerk will create an account with the eDisclosure system and the individual will receive instructions about how to complete registration from email MTSClerkoftheBoard@southtechhosting.com (please whitelist this email). Once the account is established, the individual can complete and file their Form 700.

Step 4: Instructions for Completing the Form 700

General instructions for completing a Form 700 can be found on the FPPC website, and clicking on the Form 700 itself. When filling out the Form 700, the financial interests that consultant employees need to report are only those which are listed in disclosure category 1 and 2 of the MTS Conflict of Interest Code.

Questions regarding how to fill out the forms can be answered by calling the FPPC's toll free advice hotline 1-866-ASK-FPPC (1-866-275-3772*1), Monday-Thursday, 9-11:30 a.m.

A. Assuming Office Statement

The first time a consultant employee is asked to complete a Form 700, s/he will complete an Assuming Office Statement. The assuming office statement must be completed no later

than 30 days after the date the employee first started performing project management responsibilities for MTS. The reporting period will be the 12 months prior to the date the office was assumed. For example, if a consultant assumed office on 5/1/2019, they will complete the statement disclosing information for the period 5/1/2018-4/30/2019.

B. Annual Statement

Once an individual completes an assuming office statement, they are required to complete an annual statement no later than April 1 of each year. Individuals that do not complete a Form 700 by the deadline may be subject to a fine up to \$5,000 by the FPPC. Typically, reminder notices are sent by email from MTS and the eDisclosure system in January each year.

C. Leaving Office Statement

Once an individual is no longer performing project management responsibilities for MTS, they must complete a Leaving Office Statement within 30 days. To do this, the consultant or individual needs to notify the MTS Clerk of the Board that the individual is no longer performing project management responsibilities for MTS and therefore should no longer be a Conflict Code Filer. The date the employee stopped performing project management responsibilities for MTS will become the leaving office date. When completing a leaving office statement, the individual will disclose its interest for the calendar period leading up to the leaving office date. For example, if an individual leaves office on 5/15/2019, they will complete the statement disclosing information for the period 1/1/2019-5/15/2019. An active email will be provided to the Clerk in order to assure proper filer access.

Step 5: Review of Form 700s

Consultant employees are strongly cautioned not to simply mark the box indicating they have no disclosures to report on the form. Consultant employees always have their own employment income to report and many times have spousal income to report as well. The FPPC has prosecuted and fined persons who have failed to disclose income and gifts.

Form 700s should be used by the consultant to ensure its employees do not have prohibited conflicts. MTS also will use the forms to check whether the assignments given to consultant employees conflict with reported financial interests. If a conflict is found, the individual will not be permitted to work on the project in a project manager role.

Consultants will need to provide training to their employees who are identified as Conflict Code Filers on how to avoid prohibited conflicts of interest. Information regarding prohibited conflicts can be found [here](#) in Sections I, II, III, VII and XIII of the California Attorney General's handbook entitled Conflicts of Interest.

7.52. [NOT APPLICABLE] PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCI DSS) COMPLIANCE REQUIREMENTS



Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 15, 2026

SUBJECT:

Commvault Software and Hardware Support Subscription Two-Year Renewal – 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. G3123.0-26 (in substantially the same format as Attachment A, B and C), with Concourse Tech Inc. (Concourse), for a two-year renewal of Commvault software and hardware support services, in the amount of \$314,387.92

Budget Impact

The total cost of this contract is estimated to be \$314,387.92 (Attachment B). The contract will be funded by the Information Technology (IT) Operating Budget account 661010-571250.

DISCUSSION:

Commvault is the current software and hardware file backup solution for MTS, allowing for backups and restores to HyperScale X appliances on-site and copies to the Commvault Cloud. The service also includes backups of our Microsoft 365 tenant, which includes SharePoint, OneDrive, Teams, and Exchange. These services must remain online to continue backups and meet our business continuity and disaster recovery objectives. Support should be available in case of any unexpected outages or issues that may require Commvault support and expertise. Given the critical nature of the service being provided, it is imperative to have a reliable support contract in place to address any potential issues promptly and minimize downtime. The hardware was originally purchased three years ago. A two-year renewal has been requested to align with MTS's five-year hardware useful life practice.

On October 16, 2025, MTS issued an Invitation for Bids (IFB) to procure a renewal of our Commvault software and hardware support subscriptions. A total of thirteen (13) bids were received by the due date of November 13, 2025.



Below is a summary of the bids received:

Bidder Name	Total Bid Amount	Certifications
<i>MTS Independent Cost Estimate (ICE)</i>	\$376,220.20	
Concourse Tech Inc*	\$314,387.92	N/A
Asimer Tech LLC	\$314,979.96	N/A
Axelliant LLC	\$315,145.46	N/A
Saitech Inc	\$315,382.00	N/A
New Tech Solutions Inc	\$315,453.10	N/A
vCloud Tech Inc	\$315,453.10	
Software Information Resource Corp	\$317,037.10	N/A
Emergent LLC	\$318,375.26	N/A
Kambrian Corporation	\$320,685.20	Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), Small Business for Public Works (SB-PW) Women Owned Small Business (WOSB)
Nth Generation Computing Inc	\$320,759.08	N/A
Questivity Inc	\$326,288.10	Small Business (SB)
Triune Infomatics Inc	\$328,211.92	MBE, SB
Softthink Solutions Inc	\$329,942.10	N/A

**Lowest responsive and responsible Bidder*

Concourse met all the solicitation requirements; therefore, staff deemed Concourse to be the lowest responsive and responsible bidder. Their bid has been determined to be fair and reasonable based on a comparison of all bids received.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G3123.0-26 (in substantially the same format as Attachment A, B and C), with Concourse, for a Commvault software and hardware support subscription renewal for two (2) years in the amount of \$314,387.92.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. G3123.0-26
B. Bid Form
C. Scope of Work



Metropolitan Transit System

**STANDARD AGREEMENT
FOR
MTS DOC. NO. G3123.0-26
COMMVAULT 2 YEAR RENEWAL**

THIS AGREEMENT is entered into this _____ day of _____, 2026 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: <u>Concourse Tech Inc.</u>	Address: <u>169 Madison Ave, Suite 15520</u> <u>New York NY 10016</u>
Form of Business: <u>C-Corporation</u> (Corporation, Partnership, Sole Proprietor, etc.)	Email: <u>sales@concoursetech.com</u>
Telephone: <u>(646) 305-9964</u>	
Authorized person to sign contracts <u>Kelsey Shaner</u>	<u>Operations Manager</u>
Name	Title

The Contractor agrees to provide services 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), Forms (Exhibit D).

The contract term is for two (2) years effective February 8, 2026 through February 7, 2028.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$314,387.92 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONCOURSE TECH INC.
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____




COMMVAULT 2 YEAR RENEWAL IFB - BID FORM
MTS Doc. No. G3123.0-26
Proposer Name: Concourse Tech Inc

Tenant ID 1775B05FE8

Manufacturer Part Number	Description	Quantity	Unit of Measure	Yearly Unit Price	Extended Price
Year 1 (2/8/2026 - 2/7/2027)					
MTL-M365U-USR	Cloud Backup & Recovery SaaS for Microsoft 365 Unlimited Storage	1000	User	\$ 32.83	\$ 32,830.00
MTL-BKRC-VM10	Cloud Backup & Recovery SaaS for VM (10 Pack)	32	Pack	\$ 918.86	\$ 29,403.52
MTL-FOB-FT	Cloud Backup & Recovery SaaS for Files & Objects	1	TB	\$ 484.21	\$ 484.21
MTL-DBB-FT	Cloud Backup & Recovery SaaS for Databases	2	TB	\$ 774.74	\$ 1,549.48
MTL-MCS-AC-TB	Cloud Air Gap Protect, US & Canada, Azure Cool Tier	135	TB	\$ 212.05	\$ 28,626.75
CN-E-23168-EXT-21	Cloud HyperScale X Appliance Model E23168 Extension - 88 TB Usable	2	Unit/Appliance	\$ 14,884.85	\$ 29,769.70
CN-23168-GOLD-EXT-21	Cloud HyperScale X Appliance Model 23168 On-Site Service – 04 hours response time, 24x7 (Extension)	2	Unit/Appliance	\$ 1,190.15	\$ 2,380.30
CN-S-23168-EXT-21	Cloud HyperScale X Appliance Model E23168SN Extension - 29.3 TB Usable	2	Unit/Appliance	\$ 14,884.85	\$ 29,769.70
CN-S-23168-GOLD-EXT-21	Cloud HyperScale X Appliance Model 23168 Single Node On-Site Service - 04 hours response time, 24x7 (Extension)	2	Unit/Appliance	\$ 1,190.15	\$ 2,380.30
Year 1 Subtotal					\$ 157,193.96
Year 2 (2/8/2027 - 2/7/2028)					
MTL-M365U-USR	Cloud Backup & Recovery SaaS for Microsoft 365 Unlimited Storage	1000	User	\$ 32.83	\$ 32,830.00
MTL-BKRC-VM10	Cloud Backup & Recovery SaaS for VM (10 Pack)	32	Pack	\$ 918.86	\$ 29,403.52
MTL-FOB-FT	Cloud Backup & Recovery SaaS for Files & Objects	1	TB	\$ 484.21	\$ 484.21
MTL-DBB-FT	Cloud Backup & Recovery SaaS for Databases	2	TB	\$ 774.74	\$ 1,549.48
MTL-MCS-AC-TB	Cloud Air Gap Protect, US & Canada, Azure Cool Tier	135	TB	\$ 212.05	\$ 28,626.75
CN-E-23168-EXT-21	- 88 TB Usable	2	Unit/Appliance	\$ 14,884.85	\$ 29,769.70
CN-23168-GOLD-EXT-21	Service – 04 hours response time, 24x7 (Extension)	2	Unit/Appliance	\$ 1,190.15	\$ 2,380.30
CN-S-23168-EXT-21	Extension - 29.3 TB Usable	2	Unit/Appliance	\$ 14,884.85	\$ 29,769.70
CN-S-23168-GOLD-EXT-21	Node On-Site Service - 04 hours response time, 24x7	2	Unit/Appliance	\$ 1,190.15	\$ 2,380.30
Year 2 Subtotal					\$ 157,193.96
Grand Total (Basis of Award)					\$ 314,387.92

BIDDER ACCEPTS RESPONSIBILITY FOR ACCURACY AND PRESENTATION OF THE ABOVE NUMBERS.

In the case of calculation errors, unit prices will prevail. Unit prices shall be rounded to the nearest cent. The above quantities are for bidding purposes only and are based on MTS' current usage. They represent what MTS anticipates as a requirement, but MTS does not guarantee this quantity. The actual quantity ordered may be more or less than what is anticipated on the pricing form, and it is dictated by MTS actual requirements and the available funding at the time each order is initiated.

1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.1. BACKGROUND

Commvault is the current backup solution for MTS allowing for backups and restores to HyperScale X appliances on-site and copies to the Commvault Cloud. The service also includes backups of our M365 tenant which includes SharePoint, OneDrive, Teams, and Exchange. These services must remain online to continue backups and meet our business continuity and disaster recovery objectives. Support should be available in case of any unexpected outages or issues that may require Commvault support and expertise. Given the critical nature of the service being provided, it is imperative to have a reliable support contract in place to address any potential issues promptly and minimize downtime.

1.2. TECHNICAL SPECIFICATIONS

MTS is seeking to continue backup and restore services with Commvault for two (2) years, paid upfront. Renewal for the following services and support will be from 2/8/2026 to 2/7/2028 for tenant ID 1775B05FE8.

SKU	Description	Years	Quantity
MTL-M365U-USR	Commvault Cloud Backup & Recovery SaaS for Microsoft 365 Unlimited Storage, Per User	2	1,000
MTL-BKRC-VM10	Commvault Cloud Backup & Recovery SaaS for VM, Per VM 10 Pack	2	32
MTL-FOB-FT	Commvault Cloud Backup & Recovery SaaS for Files & Objects, Per TB	2	1
MTL-DBB-FT	Commvault Cloud Backup & Recovery SaaS for Databases, Per TB	2	2
MTL-MCS-AC-TB	Commvault Cloud Air Gap Protect, US & Canada, Azure Cool Tier, Per TB	2	135
CN-E-23168-EXT-21	Commvault Cloud HyperScale X Appliance Model E23168 Extension - 88 TB Usable – Per Unit	2	2
CN-23168-GOLD-EXT-21	Commvault Cloud HyperScale X Appliance Model 23168 On-Site Service – 04 hours response time, 24x7 (Extension), Per Unit	2	2
CN-S-23168-EXT-21	Commvault Cloud HyperScale X Appliance Model E23168SN Extension - 29.3 TB Usable - Per Unit	2	2
CN-S-23168-GOLD-EXT-21	Commvault Cloud HyperScale X Appliance Model 23168 Single Node On-Site Service - 04 hours response time, 24x7 (Extension), Per Unit	2	2

1.3. [NOT APPLICABLE] PAYMENT PROCESSING SECURITY AND PAYMENT CARD INDUSTRY (PCI) DATA SECURITY STANDARD (DSS) COMPLIANCE

1.4. [NOT APPLICABLE] CONTRACTOR'S INFORMATION SECURITY RESPONSIBILITIES

1.5. [NOT APPLICABLE] SAFETY DATA SHEETS (SDS)

1.6. [NOT APPLICABLE] NO RIGHT TO POST SIGNS

1.7. [NOT APPLICABLE] WARRANTY

1.8. [NOT APPLICABLE] REPLACEMENT PARTS

1.9. DELIVERY AND ACCEPTANCE

After the contract is renewed, MTS will confirm its completion by ensuring the subscription is correctly reflected in the Commvault Support Portal.

1. The subscriptions must display the specific services renewed.
2. The support renewals must be accurately recorded for the HyperScale X appliances.

1.10. [NOT APPLICABLE] LIQUIDATED DAMAGES

1.11. INVOICES

Invoices must be sent to the MTS Accounting Department, via email, at ap@sdmts.com. All invoices must have the Purchase Order and contract number clearly displayed to ensure timely payment. MTS will not pay on packing slips, receiving documents, delivery documents, or other similar documents. Invoices must be submitted for payment.

Payment terms shall be net 30 days from invoice date. If MTS rejects an incorrectly submitted invoice and sends it back for correction, the net 30 days restart from the corrected invoice date.

Contractors must also indicate if any of the invoiced amount(s) is for service or work provided by a subcontractor and indicate the amount that will be paid to the subcontractor. Contractors must also comply with the prompt payment requirements in the *Prompt Progress Payments* section of the Standard Conditions.



**Metropolitan
Transit
System**

Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

January 15, 2026

SUBJECT:

Operations Budget Status Report for November 2025 (Gordon Meyer)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

This report summarizes the year-to-date operating results for November 2025 compared to the Fiscal Year (FY) 2026 budget for the San Diego Metropolitan Transit System (MTS). Attachment A-1 combines the operations', administrations' and other activities' results for November 2025. Attachment A-2 details the November 2025 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 November 2025 results for MTS's other activities (For Hire Vehicle Administration (FHVA)/San Diego and Arizona Eastern Railway Company (SD&AE)).

MTS NET-OPERATING SUBSIDY RESULTS

As indicated within Attachment A-1, for the year-to-date period ending November 2025, MTS's net-operating income unfavorable variance totaled \$2,323,000 (-1.6%). Operations produced a \$2,505,000 (-1.8%) unfavorable variance and the administrative/other activities areas were favorable by \$182,000.

MTS COMBINED RESULTS

Operating Revenues. Year-to-date combined revenues through November 2025 were \$44,916,000, compared to the year-to-date budget of \$48,438,000, representing a \$3,522,000 (-7.3%) unfavorable variance. Year-to-date passenger revenue was unfavorable by \$3,417,000 (-9.2%) through November. Passenger revenue is up by \$1,502,000 (4.7%) versus the prior year while passenger levels have remained relatively flat versus the prior year (0.7% growth through October). The FY 2026 budget assumed 14.5% year-over-year growth versus FY 2025 actual passenger revenues, including 6.0% growth in passengers.



Other operating revenue was unfavorable by \$104,000 (-0.9%), primarily due to unfavorable energy credit revenue which is being partially offset by favorable interest income.

Operating Expenses. Year-to-date combined expenses through November 2025 were \$191,767,000, compared to the budget of \$192,966,000, representing a \$1,198,000 (0.6%) favorable variance.

Personnel Costs. Year-to-date personnel-related costs totaled \$83,792,000, compared to a budgetary figure of \$85,643,000, producing a favorable variance of \$1,851,000 (2.2%). This is primarily due to favorable Operator overtime wages within Bus Operations, Flagging wages within Trolley Operations, Security Code Compliance wages within Administration, and healthcare costs within Bus Operations.

Outside Services and Purchased Transportation. Total outside services through five months of the fiscal year totaled \$68,031,000, compared to a budget of \$68,695,000, resulting in a favorable variance of \$664,000 (1.0%). This is primarily due to favorable purchased transportation costs within both Fixed Route and Paratransit Operations.

Materials and Supplies. Total year-to-date materials and supplies expenses were \$8,571,000, compared to a budgetary figure of \$8,427,000, resulting in an unfavorable variance of \$144,000 (-1.7%). This is primarily due to unfavorable revenue vehicle parts and maintenance supplies within Bus operations.

Energy. Total year-to-date energy costs were \$22,471,000, compared to the budget of \$21,933,000, resulting in an unfavorable variance of \$537,000 (-2.4%). This is primarily due to unfavorable revenue vehicle traction electricity. Expenses for a one-time SDG&E billing correction for two high usage substation electricity accounts were posted in November, inflating costs above the prior trend.

Risk Management. Total year-to-date expenses for Risk Management were \$4,432,000 compared to the budget of \$4,429,000, resulting in an unfavorable variance totaling \$3,000.

General and Administrative. The year-to-date general and administrative costs were \$3,381,000 through November 2025, compared to a budget of \$2,967,000, resulting in an unfavorable variance of \$414,000 (-14.0%). This is primarily due to unfavorable Pronto related fare materials and credit card fees within Administration, as well as unfavorable radio equipment costs within Bus Operations.

Vehicle and Facility Leases. The year-to-date vehicle and facilities leases costs were \$1,090,000 compared to the budget of \$871,000, resulting in a \$219,000 (-25.2%) unfavorable variance. This is primarily due to unfavorable non-revenue vehicle lease costs within Administration and Bus Operations.

YEAR-TO-DATE SUMMARY

The November 2025, year-to-date net-operating income totaled an unfavorable variance of \$2,323,000 (-1.6%). These factors include favorable variances in personnel, and outside services; offset by unfavorable variances in passenger revenue, other revenue, materials and supplies, energy, risk management, general and administrative costs, and vehicle/facility leases costs.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. November FY26 Operating Budget Results

**MTS
CONSOLIDATED
COMPARISON TO BUDGET - FISCAL YEAR 2026
NOVEMBER 30, 2025
(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 33,612	\$ 37,029	\$ (3,417)	-9.2%
Other Revenue	11,304	11,408	(104)	-0.9%
Total Operating Revenue	\$ 44,916	\$ 48,438	\$ (3,522)	-7.3%
Personnel costs	\$ 83,792	\$ 85,643	\$ 1,851	2.2%
Outside services	68,031	68,695	664	1.0%
Materials and supplies	8,571	8,427	(144)	-1.7%
Energy	22,471	21,933	(537)	-2.4%
Risk management	4,432	4,430	(3)	-0.1%
General & administrative	3,381	2,967	(414)	-14.0%
Vehicle/facility leases	1,090	871	(219)	-25.2%
Administrative Allocation	-	-	-	0.0%
Total Operating Expenses	\$ 191,767	\$ 192,966	\$ 1,198	0.6%
Operating Income (Loss)	\$ (146,852)	\$ (144,528)	\$ (2,323)	-1.6%
Total Non-Operating Activities	123	123	0	0.0%
Income (Loss) before Capital Contributions	\$ (146,728)	\$ (144,405)	\$ (2,323)	1.6%

OPERATIONS
CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2026
NOVEMBER 30, 2025
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 33,612	\$ 37,029	\$ (3,417)	-9.2%
Other Revenue	284	317	(33)	-10.3%
Total Operating Revenue	\$ 33,896	\$ 37,346	\$ (3,450)	-9.2%
Personnel costs	\$ 69,055	\$ 70,494	\$ 1,439	2.0%
Outside services	55,497	55,978	481	0.9%
Materials and supplies	8,553	8,400	(153)	-1.8%
Energy	21,999	21,358	(641)	-3.0%
Risk management	3,942	3,979	37	0.9%
General & administrative	599	487	(112)	-23.1%
Vehicle/facility leases	747	642	(106)	-16.5%
Administrative Allocation	17,936	17,936	-	0.0%
Total Operating Expenses	\$ 178,328	\$ 179,274	\$ 945	0.5%
Operating Income (Loss)	\$ (144,433)	\$ (141,928)	\$ (2,505)	-1.8%
Total Non-Operating Activities	123	123	0	0.0%
Income (Loss) before Capital Contributions	\$ (144,309)	\$ (141,804)	\$ (2,505)	1.8%

OPERATIONS

BUS - DIRECTLY OPERATED (SAN DIEGO TRANSIT CORP.)

COMPARISON TO BUDGET - FISCAL YEAR 2026

NOVEMBER 30, 2025

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 8,399	\$ 8,385	\$ 14	0.2%
Other Revenue	30	21	9	45.0%
Total Operating Revenue	\$ 8,429	\$ 8,406	\$ 23	0.3%
Personnel costs	\$ 42,138	\$ 42,955	\$ 818	1.9%
Outside services	950	871	(79)	-9.1%
Materials and supplies	3,468	3,219	(250)	-7.8%
Energy	3,190	3,469	279	8.0%
Risk management	1,643	1,596	(47)	-3.0%
General & administrative	383	223	(160)	-71.5%
Vehicle/facility leases	305	212	(93)	-44.1%
Administrative Allocation	3,561	3,561	-	0.0%
Total Operating Expenses	\$ 55,637	\$ 56,106	\$ 469	0.8%
Operating Income (Loss)	\$ (47,208)	\$ (47,700)	\$ 492	1.0%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (47,208)	\$ (47,700)	\$ 492	-1.0%

OPERATIONS
RAIL (SAN DIEGO TROLLEY INC.)
COMPARISON TO BUDGET - FISCAL YEAR 2026
NOVEMBER 30, 2025
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 13,940	\$ 17,950	\$ (4,010)	-22.3%
Other Revenue	254	296	(42)	-14.2%
Total Operating Revenue	\$ 14,193	\$ 18,246	\$ (4,052)	-22.2%
Personnel costs	\$ 26,525	\$ 27,138	\$ 613	2.3%
Outside services	5,509	5,457	(51)	-0.9%
Materials and supplies	5,008	5,140	132	2.6%
Energy	14,661	13,690	(971)	-7.1%
Risk management	2,284	2,368	84	3.6%
General & administrative	208	253	44	17.5%
Vehicle/facility leases	281	260	(21)	-8.0%
Administrative Allocation	13,045	13,045	-	0.0%
Total Operating Expenses	\$ 67,521	\$ 67,351	\$ (170)	-0.3%
Operating Income (Loss)	\$ (53,327)	\$ (49,105)	\$ (4,222)	-8.6%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (53,327)	\$ (49,105)	\$ (4,222)	8.6%

OPERATIONS
BUS - CONTRACTED SERVICES (FIXED ROUTE)
COMPARISON TO BUDGET - FISCAL YEAR 2026
NOVEMBER 30, 2025
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 10,536	\$ 10,017	\$ 519	5.2%
Other Revenue	-	-	-	-
Total Operating Revenue	\$ 10,536	\$ 10,017	\$ 519	5.2%
Personnel costs	\$ 315	\$ 308	\$ (7)	-2.2%
Outside services	40,720	41,026	305	0.7%
Materials and supplies	77	42	(35)	-83.1%
Energy	3,592	3,656	64	1.7%
Risk management	-	-	-	-
General & administrative	9	6	(2)	-32.6%
Vehicle/facility leases	18	27	8	31.0%
Administrative Allocation	1,107	1,107	-	0.0%
Total Operating Expenses	\$ 45,838	\$ 46,171	\$ 333	0.7%
Operating Income (Loss)	\$ (35,302)	\$ (36,154)	\$ 852	2.4%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (35,302)	\$ (36,154)	\$ 852	-2.4%

OPERATIONS
BUS - CONTRACTED SERVICES (PARATRANSIT)
COMPARISON TO BUDGET - FISCAL YEAR 2026
NOVEMBER 30, 2025
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 737	\$ 677	\$ 60	8.9%
Other Revenue	-	-	-	-
Total Operating Revenue	\$ 737	\$ 677	\$ 60	8.9%
Personnel costs	\$ 78	\$ 93	\$ 15	16.1%
Outside services	8,194	8,500	306	3.6%
Materials and supplies	-	-	-	-
Energy	556	543	(14)	-2.5%
Risk management	15	15	0	0.3%
General & administrative	-	5	5	-
Vehicle/facility leases	143	143	0	0.1%
Administrative Allocation	223	223	-	0.0%
Total Operating Expenses	\$ 9,209	\$ 9,522	\$ 313	3.3%
Operating Income (Loss)	\$ (8,472)	\$ (8,845)	\$ 373	4.2%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (8,472)	\$ (8,845)	\$ 373	-4.2%

OPERATIONS
CORONADO FERRY

COMPARISON TO BUDGET - FISCAL YEAR 2026
NOVEMBER 30, 2025
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	-	-	-	-
Total Operating Revenue	\$ -	\$ -	\$ -	-
Personnel costs	\$ -	\$ -	\$ -	-
Outside services	123	123	(0)	0.0%
Materials and supplies	-	-	-	-
Energy	-	-	-	-
Risk management	-	-	-	-
General & administrative	-	-	-	-
Vehicle/facility leases	-	-	-	-
Administrative Allocation	-	-	-	0.0%
Total Operating Expenses	\$ 123	\$ 123	\$ (0)	0.0%
Operating Income (Loss)	\$ (123)	\$ (123)	\$ (0)	0.0%
Total Non-Operating Activities	123	123	0	0.0%
Income (Loss) before Capital Contributions	\$ -	\$ -	\$ -	-

ADMINISTRATION
CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2026
NOVEMBER 30, 2025
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	10,841	10,916	(75)	-0.7%
Total Operating Revenue	\$ 10,841	\$ 10,916	\$ (75)	-0.7%
Personnel costs	\$ 14,446	\$ 14,865	\$ 419	2.8%
Outside services	12,466	12,638	173	1.4%
Materials and supplies	18	26	9	33.6%
Energy	469	572	104	18.1%
Risk management	428	418	(9)	-2.2%
General & administrative	2,743	2,437	(305)	-12.5%
Vehicle/facility leases	331	217	(114)	-52.5%
Administrative Allocation	(17,954)	(17,954)	-	0.0%
Total Operating Expenses	\$ 12,945	\$ 13,221	\$ 276	2.1%
Operating Income (Loss)	\$ (2,105)	\$ (2,305)	\$ 200	8.7%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (2,105)	\$ (2,305)	\$ 200	-8.7%

OTHER ACTIVITIES
CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2026
NOVEMBER 30, 2025
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	179	176	4	2.1%
Total Operating Revenue	\$ 179	\$ 176	\$ 4	2.1%
Personnel costs	\$ 291	\$ 284	\$ (7)	-2.4%
Outside services	69	79	11	13.4%
Materials and supplies	0	0	0	83.2%
Energy	3	3	0	12.9%
Risk management	63	32	(30)	-93.4%
General & administrative	39	43	3	8.1%
Vehicle/facility leases	12	12	0	3.8%
Administrative Allocation	18	18	-	0.0%
Total Operating Expenses	\$ 494	\$ 472	\$ (22)	-4.7%
Operating Income (Loss)	\$ (314)	\$ (296)	\$ (18)	-6.3%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (314)	\$ (296)	\$ (18)	6.3%



Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 15, 2026

SUBJECT:

Master Concessionaire 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. G2653.1-23 (in substantially the same format as Attachment A), with BriceHouse Station LLC (BriceHouse), related to the proposed rehabilitation of the San Ysidro Retail Kiosks.

Budget Impact

Although there would be no direct cost to MTS for the rehabilitation work, the costs (estimated at \$280,000) would be recovered by BriceHouse out of revenue generated under the Master Concessionaire contract, reducing the revenue share payments owed to MTS.

DISCUSSION:

On June 15, 2023 (Agenda Item (AI) 18), the MTS Board approved MTS Doc. G2653.0-23 with BriceHouse for Master Concessionaire services for a twelve (12) year period expiring on July 31, 2035. This is a revenue-generating contract. MTS's revenue is based on a percentage split of the monthly/lease rate, advertising, and vending services as shown below:

Service	MTS revenue share	BriceHouse revenue share
Vending Services	35%	65%
Vending Advertising	55%-60%	40%-45%
Trolley Station Ad Panels	55%-60%	40%-45%
Large Format Advertising (i.e. Gaslamp Trolley Station, Pole Banners, Fence Banners, Wall Large Format)	55%-60%	40%-45%
Concessionaire Services	62%	38%

At the time of contract award, the estimated revenue generation for the twelve (12) years was \$15,468,783.12. Revenue estimates could be higher based on new advertising assets developed and implemented by BriceHouse and MTS. The Marketing Department is the lead for this contract and has been working closely with BriceHouse to identify additional revenue-generating opportunities to support MTS's budget needs.

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San Diego 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 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. MTS is also the For-Hire Vehicle administrator for multiple cities in San Diego County.



As MTS's Master Concessionaire, BriceHouse provides oversight, professional concession, and advertising services for MTS at Trolley and Transit Stations as well as Gaslamp Square Park.

The three main roles of the Master Concessionaire are:

1. Concession services - Concession services range from the creation, management and maintenance of standalone 3,000 square foot buildings, to semi-permanent 100 square foot booths, and 70 square foot temporary pop-up tent sites. The goal of the concession services is twofold: generating revenue and creating a positive, active environment at MTS transit centers. Activated stations provide convenient amenities for passengers and also contribute to public safety through concepts such as Crime Prevention through Environmental Design.
2. Advertising services - Advertising services currently include soliciting, printing and installing advertising on select MTS properties. This includes multi-face kiosks, pole banners, large format wall surfaces, and fence banners. In addition to managing these assets, the Master Concessionaire is responsible for expanding advertising opportunities on Trolley and Transit Stations, and other properties to maximize non-fare revenue. The Master Concessionaire will develop a plan addressing the current advertising assets and developing ways MTS can create new revenue-generating assets.
3. On-Property beverage sales - On-property beverage sales services include vending machine placement, maintenance, repair and sales of non-alcoholic beverages and light snacks. These beverage sales locations help improve the passenger experience where MTS does not have brick-and-mortar locations (i.e. A-Mart Stores at 12th & Imperial, Palomar, El Cajon, Old Town, and Lemon Grove Depot) that sell similar products.

Today's proposed action relates to concession services. Retail kiosks are managed and overseen by BriceHouse on behalf of MTS at the San Ysidro Transit Center. There are five retail kiosks at San Ysidro Transit Center, currently occupied by L&R Transportes, Greyhound/Baja Mex, A-Mart, Metro PCS, and Mexicocoach (formerly International Bus). MTS currently receives approximately \$180,000 per year in Master Concessionaire revenue related to these kiosks. The kiosks were originally installed between 2010 and 2011. MTS has found that they have inconsistent designs and exterior finishes that do not complement the San Ysidro Transit Center furniture or the recently updated United States Port of Entry (POE) facility (See Attachment B for current kiosk pictures).

BriceHouse proposes that it update and renovate the retail kiosks to both address state of good repair items and also to improve the overall aesthetic look of the kiosks to better complement both the MTS station and the POE facility. This work would include the following:

- New paint and stucco replacement/repair so all kiosks have consistent aesthetics
- New signage affixed to the kiosks for a more uniform presence of information
- New awnings at the entry points providing shade, shelter and a more welcoming experience for patrons
- Upgraded window reconfiguration to help with visibility inside and outside the kiosks
- Parapet cap refurbishment to prevent water ingress and damage to wall structure and building interiors
- Americans with Disabilities Act (ADA) ramp upgrades for improved kiosk access
- New storage areas outside of two of the kiosks to reduce clutter (i.e. excess storage boxes, trash, maintenance equipment, etc.), improve security and provide a more seamless look

The proposed schedule for kiosk improvements would begin in February 2026 and take approximately 6-8 weeks to complete.

The benefits to MTS would include improved kiosk quality and retention of tenants, and improved transit center aesthetics and customer experience at the San Ysidro Transit Center. The San Ysidro Transit Center is MTS's gateway station serving the robust community that travels between San Diego and Tijuana on a daily basis. This proposed kiosk upgrade will complement other San Ysidro community improvements that MTS has undertaken in the last several years, including the Beyer Bridge mural and lighting project, the Beyer Boulevard station pedestrian pathway project, and transit improvements at the Iris Avenue Station. San Ysidro retail kiosk upgrade costs are estimated at \$280,000, which staff has found is a fair and reasonable cost.

Because the San Ysidro Transit Center is the subject of a longer-term study to add a third track and completely reconfigure the current station design, the kiosk upgrade is considered a reasonably modest way to improve the current station experience with upgrades that are appropriate for a five (5) to ten (10) year use-period. More significant changes would be deferred until the scope of potential major station reconfiguration and expansion is determined.

Because the Master Concessionaire contract places the San Ysidro retail kiosks under the exclusive management, operation, and maintenance of BriceHouse and their tenants, it was determined that the kiosk upgrade project falls under BriceHouse's responsibilities. This is not an MTS construction project to be separately bid and managed by MTS. However, the proposed upgrades are significantly more extensive than BriceHouse's normal maintenance obligations for similar kiosks under the Master Concessionaire contract. BriceHouse being responsible for such costs was not considered when the Master Concessionaire contract was originally negotiated. There is also no requirement that BriceHouse undertake the retail kiosk upgrade project. MTS staff believes the proposed upgrades will improve the passenger experience at the transit center, including by elevating MTS's branding at this significant international gateway. The project also has the potential to increase future Master Concessionaire revenue for MTS at this transit center. On this basis, staff proposes an amendment under the Master Concessionaire contract for this work. The San Ysidro retail kiosk upgrade costs (estimated at \$280,000) will be recovered by BriceHouse before the MTS revenue share is due.

Therefore, staff recommends that the Board of Directors authorize the CEO to execute MTS Doc. G2653.1-23 (in substantially the same format as Attachment A) with BriceHouse related to the proposed rehabilitation of the San Ysidro Retail Kiosks.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Amendment G2653.1-23
B. Current Pictures of San Ysidro Transit Center Retail Kiosks



**Metropolitan
Transit
System**

Amendment 1

January 15, 2026

MTS Doc No. G2653.1-23

MASTER CONCESSIONAIRE SERVICES

BriceHouse Station LLC
G. Bradford Saunders
President/CEO
2550 Fifth Avenue, Suite 600
San Diego, CA, 92103

This shall serve as Amendment No.1 to the original agreement G2653.0-23 as further described below.

SCOPE

Pursuant to Sections 1.2.2, 1.2.4, and 1.7.5 of the agreement, MTS approves Contractor's San Ysidro Retail Kiosk Upgrade Project (in accordance with Attachment A, Scope of Work), subject to the completion of MTS's plan review and approval process.

SCHEDULE

There shall be no changes to the schedule of this contract. The period of performance for the San Ysidro Retail Kiosk Upgrade Project will be 8 weeks.

PAYMENT

MTS shall not be entitled to collect its revenue share under Sections 1.13 and 1.14 until Contractor has recouped its costs for the San Ysidro Retail Kiosk Upgrade Project, not to exceed \$280,000.

Please sign and return the copy 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

G. Bradford Saunders, President/CEO
BriceHouse Station LLC

Date: _____

Attachment A – Scope of Work



2026 San Ysidro Transit Center Kiosk Revitalization Project Tasks

Project Phase	Tasks
Building 1 (A-Mart, Metro & MTS Building)	
01- Amart/Metro	Demolition. Includes removal and storage, or disposal, of: Signage, (4) windows, Awnings. Includes re-installation of awnings and signage.
01- Amart/Metro	Additions. Includes framing, sheathing and roofing, patch and repair openings, prepare for stucco. approx 145 sf
01- Amart/Metro	Infill framing at 4 windows, patch and repair at infilled windows, approx 6" to 12" around each opening max
01- Amart/Metro	Stucco, patch and repair, and recoat per plan, add new caps
01- Amart/Metro	Electrical, includes Electrical Demo
01- Amart/Metro	Light Fixtures- 9 fixtures
01- Amart/Metro	Demo Existing Ramp, form and pour new concrete ramp. Includes concrete, pump, formwork, finishing, medium broom finish. ADA Compliant
01- Amart/Metro	Paint, Interior- max 12 inches around each infilled opening
01- Amart/Metro	Paint, Exterior- 2 layers anti graffiti coating
01- Amart/Metro	ADA Compliant Railings at ramp and stairs, approx 25 lf
01- Amart/Metro	Doors, three, with hardware
01- Amart/Metro	Ventilation, at new storage areas, 4 grilles, passive
01- Amart/Metro	Cleaning and Waste Management
01- Amart/Metro	Temp Fencing
Building 2 (Greyhound/Baja-Mex)	
02- Greyhound	Demolition. Includes removal and storage, or disposal, of: Signage, windows, as noted, Awnings. Includes re-installation of awnings and signage.
02- Greyhound	Framing, infill 7 windows, prepare for stucco and drywall
02- Greyhound	Stucco, patch and repair, and recoat per plan, add new caps
02- Greyhound	Electrical, includes Electrical Demo
02- Greyhound	Light Fixtures- 6 fixtures
02- Greyhound	Paint, Interior
02- Greyhound	Paint, Exterior- 2 layers anti graffiti coating
02- Greyhound	Relocate existing ADA Window w counter
02- Greyhound	Cleaning and Waste Management
02- Greyhound	Temp Fencing with visibility screening



2026 San Ysidro Transit Center Kiosk Revitalization Project Tasks

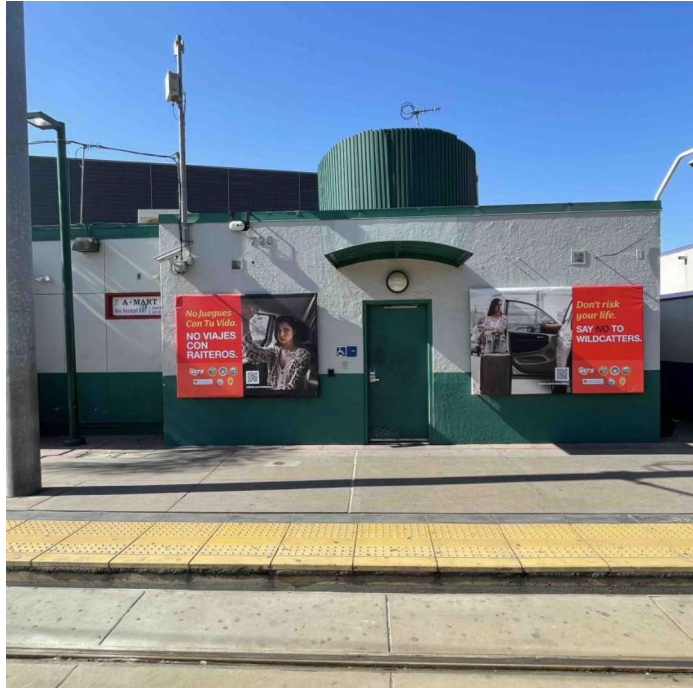
Building 3 (Mexicoach/Limousine)	
	Demolition. Includes removal and storage, or disposal, of: Signage, lighting, etc. Includes re-installation of signage.
03- Limousine	
03- Limousine	Stucco, patch and repair, and recoat per plan
03- Limousine	Electrical, includes Electrical Demo
03- Limousine	Light Fixtures- 3 fixtures
03- Limousine	Paint, Exterior- 2 layers anti graffiti coating
03- Limousine	Cleaning and Waste Management
03- Limousine	Temp Fencing



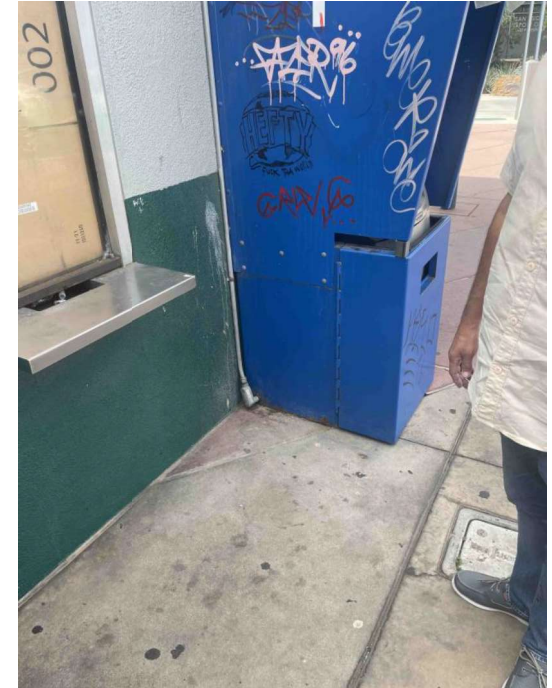
Current State - L&R Transportes Unit (Original Brick Structure built by SANDAG)



Front of unit facing POE



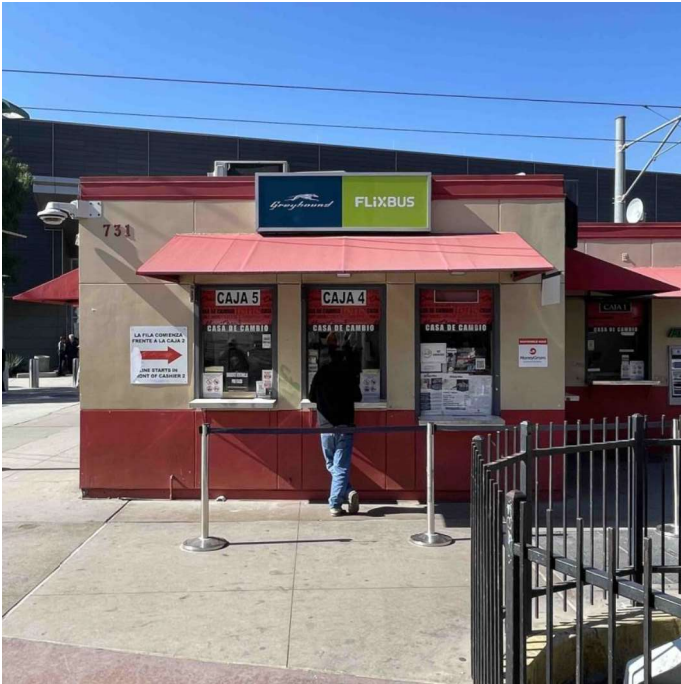
Rear of unit facing tracks



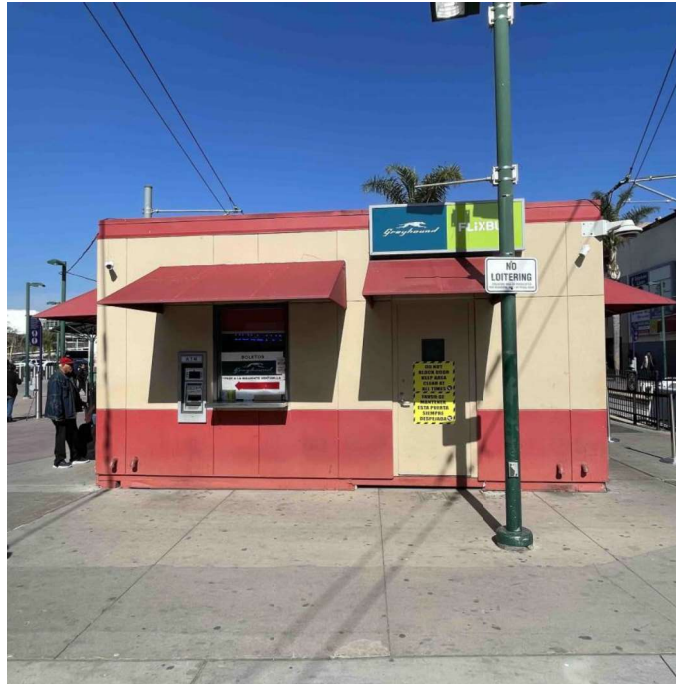
- Side of unit facing north
- ATM will be removed
 - Gap between unit and Metro PCS will be sealed off for storage



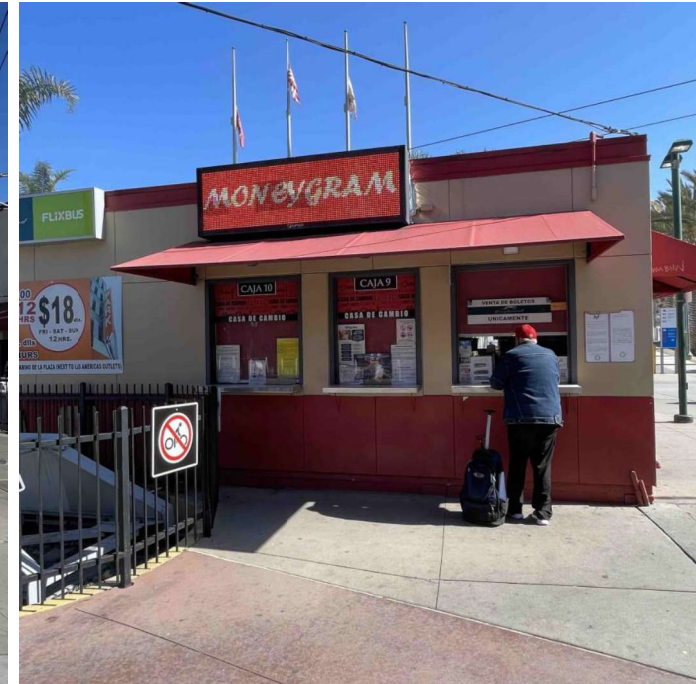
Current State – Greyhound/Bajamex Unit (Located at south end of tracks)



East side facing Rail Court



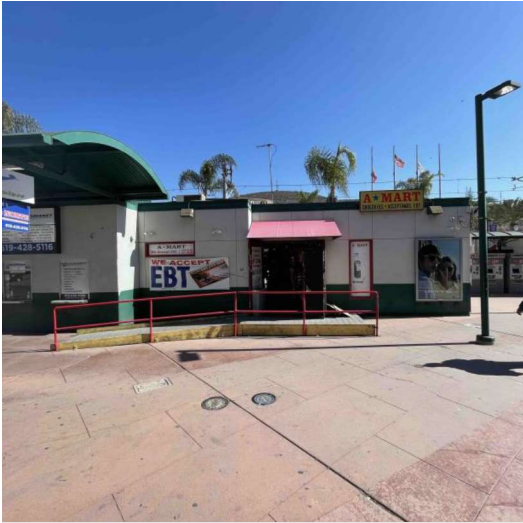
South side facing Mexico



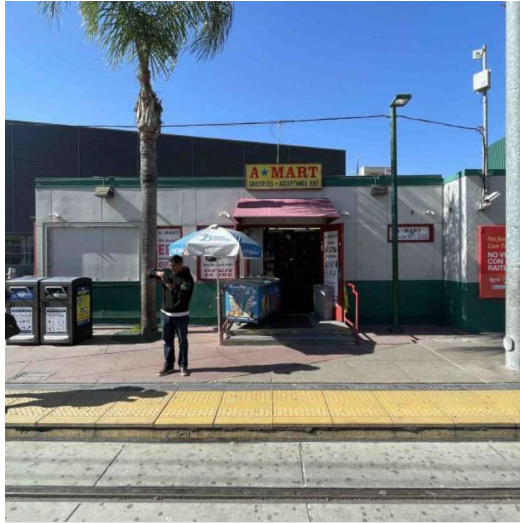
West side facing POE



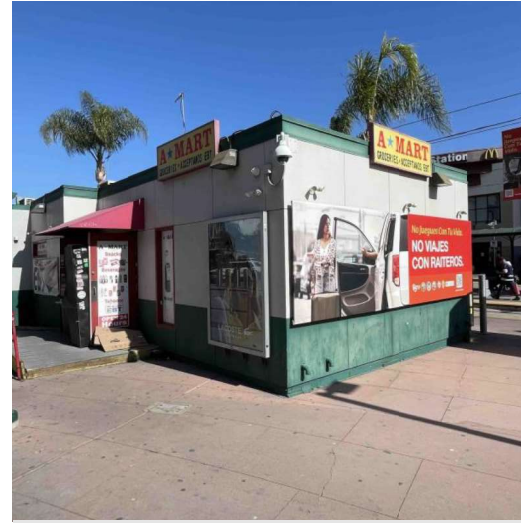
Current State – A-Mart Unit (Attached to original brick structure)



West side facing POE



East side facing tracks



South and West side

- South side will have a small extension for storage



West side facing POE

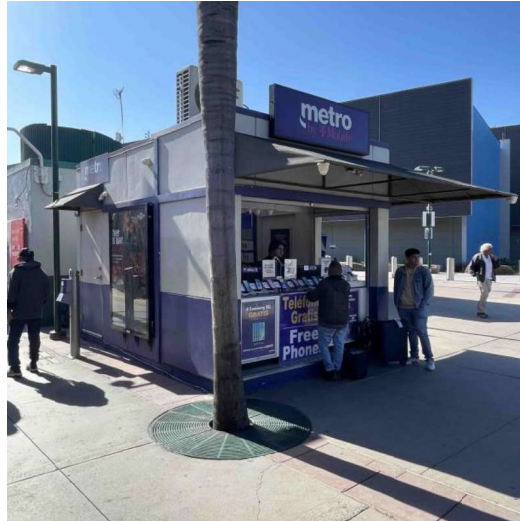
- Ramp will be realigned and replaced by a concrete ramp
- New south storage area will be to reduce clutter outside of the unit.



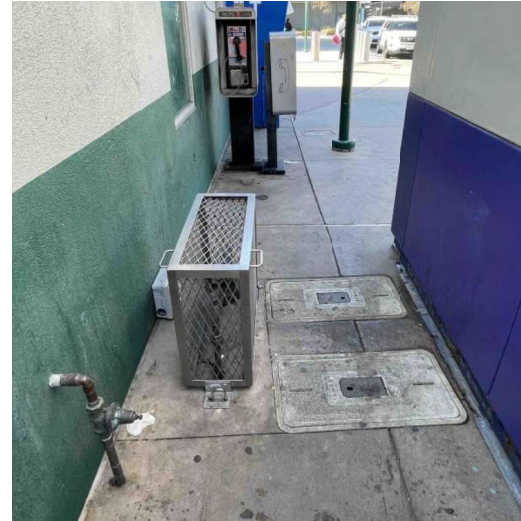
Current State – Metro PCS Unit (Located south of existing brick structure)



West and North side of kiosk Facing POE & MTS bus loop

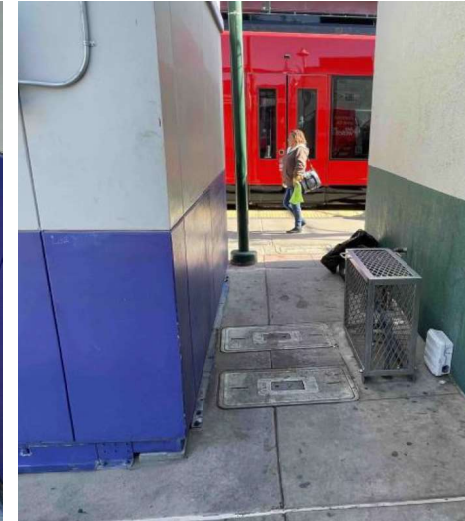


East and North side of kiosk Facing tracks & MTS bus loop



Gap between existing Brick building and the Metro PCS kiosk.

- Will be sealed off to create (2) storage areas.
- One storage area will face POE for Metro PCS use.
- Second storage area will face the tracks for MTS facilities use.





**Metropolitan
Transit
System**

Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

January 15, 2026

SUBJECT:

Elect Chair Pro Tem and Committee Appointments (Sharon Cooney)

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors consider the nominating slate (Attachment A) proposed for the election of a Chair Pro Tem and appointment of representatives to MTS committees and non-MTS committees for 2026.

Budget Impact

None with this action.

DISCUSSION:

MTS Board Policy No. 22, "Rules of Procedure" (Attachment B), provides for the election of a Chair Pro Tem to serve in the absence of the Chair and Vice Chair. In 2025, Board Member Monica Montgomery Steppe served as Chair Pro Tem.

In addition, each year the Board makes appointments to the following committees:

- [Accessible Services Advisory Committee \(ASAC\)](#)
- [Airport Authority Advisory Committee](#)
- [Audit Oversight Committee](#)
- [Budget Development Committee](#)
- [Executive Committee](#)
- [Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency \(LOSSAN\)](#)
- [Public Security Committee](#)
- [San Diego Association of Governments \(SANDAG\) Board](#)
- [SANDAG Regional Planning Committee](#)
- [SANDAG Transportation Committee](#)
- [San Diego Regional Building Authority](#)
- [Taxicab Advisory Committee](#)



Membership of the Executive Committee is dictated by Board Policy No. 22. Similarly, membership on the Audit Oversight Committee is dictated by Board Policy No. 22, which designates all members of the Executive Committee as members of the Audit Oversight Committee, but allows the appointment of other Board members to that Committee at the Board's discretion. A simple majority of the Board present may waive any aspect of Board Policy No. 22 not required by state law.

Process for Appointments

On November 20, 2025 (Agenda Item 16), the Board created an Ad Hoc Nominating Committee to recommend appointments to committees for 2026. The Ad Hoc Nominating Committee members are Board Members Elo-Rivera, Hall, Goble, McCann, Montgomery Steppe, Moreno, and Whitburn. The committee met and conferred and created a proposed slate for the Chair Pro Tem, MTS Committees, and outside agency appointments (see Attachment A).

For today's proposed action, the Chair will open the agenda item, introduce the proposed appointments (Attachment A), and request nominations from the floor for any unfilled committee slots (nominations do not require a second). The Chair will then close the nominations and invite any candidates to address the Board and discuss the proposed slate of appointments. Unless individual votes are requested for Chair Pro Tem or individual committee assignments, the Board may vote for the slate in a single action.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Proposed MTS Nominating Slate for 2026
B. Board Policy No. 22

SLATE OF MTS COMMITTEES AND OUTSIDE AGENCY APPOINTMENTS

Chair Vice Chair Chair Pro Tem	Stephen Whitburn – Chair (Term expires: 12/31/27) Steve Goble – Vice Chair (Term expires: 12/31/27) Monica Montgomery Steppe – Chair Pro Tem
MTS Accessible Services Advisory Committee (ASAC)	Open – Chair
Airport Authority Advisory Committee	Ronn Hall – Committee Representative Henry Foster – Alternate
MTS Audit Oversight Committee	Stephen Whitburn – Chair Steve Goble – Vice Chair Plus, Executive Committee (listed below)
MTS Joint Executive Committee and Budget Development Committee	Stephen Whitburn – Chair Steve Goble – Vice Chair Monica Montgomery Steppe – County Representative (<i>County Alternate: Paloma Aguirre</i>) Sean Elo-Rivera – City of San Diego Representative (<i>Alternate: Stephen Whitburn</i>) Patricia Dillard (<i>EC term: 2026-2027</i>) – East County Rep. (<i>Alternate: Ronn Hall</i>) Cesar Fernandez (<i>EC term: 2025-2026</i>) – South Bay Rep. (<i>Alternate: Carrie Downey</i>) Vivian Moreno – SANDAG Transportation Committee Representative (<i>Alternate: Patricia Dillard</i>)
Los Angeles - San Diego Rail Corridor Agency (LOSSAN) Board	Jennifer Mendoza – Board Representative Carrie Downey – Alternate
MTS Public Security Committee	Monica Montgomery Steppe – Chair Patricia Dillard – Vice Chair Ronn Hall – Committee Representative Steve Goble – Committee Representative Henry Foster – Committee Representative Jose Rodriguez – Committee Representative Cesar Fernandez – Committee Representative
SANDAG Board	Matthew Leyba-Gonzalez – Board Representative Vivian Moreno – Alternate Ronn Hall – 2 nd Alternate
SANDAG Regional Planning Committee	Open – Committee Representative Open – Alternate
SANDAG Transportation Committee	Vivian Moreno – Committee Representative Patricia Dillard – Alternate
San Diego Regional Building Authority	Steve Goble – Committee Representative
MTS Taxicab Advisory Committee	Sean Elo-Rivera – Chair



**Metropolitan
Transit
System**

Policies and Procedures No. 22

Board Approval: 6/13/19

SUBJECT:

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

PURPOSE:

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

BACKGROUND:

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

22.1 Membership and Organization

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

22.1.2 The Board consists of 15 members selected as follows:

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



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

22.1.3 [RESERVED]

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

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

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

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

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

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

22.2 Meetings

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

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

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

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

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

22.3 Amendments

- 22.3.1 The Board shall be responsible for making all amendments to these rules.
- 22.3.2 Proposed amendments may be originated by the Board, or any member of such, or by the Chief Executive Officer.
- 22.3.3 Each proposed amendment shall be considered by the Board and a copy thereof forwarded by the Clerk of the Board to the official representative of each member agency.

22.4 Ordinances

- 22.4.1 Every ordinance shall be signed by the Chairperson of the Board and attested by the Clerk of the Board.
- 22.4.2 On the passage of all ordinances, the votes of the several members of the Board shall be entered on the minutes.
- 22.4.3 Ordinances shall not be passed at other than a regular meeting or at an adjourned regular meeting. However, an urgency ordinance may be passed at a special meeting. Except when, after reading the title, further reading is waived by regular motion adopted by unanimous vote of the Board members present, all ordinances shall be read in full either at the time of introduction or passage. When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a regular or at an adjourned regular meeting held at least five days after alteration. Corrections of typographical or clerical errors are not alterations within the meaning of this section.
- 22.4.4 Consistent with Section 120109 of the MTS Enabling Legislation, the Clerk of the Board shall cause a proposed ordinance or proposed amendment to an ordinance, and any ordinance adopted by the Board, to be published at least once, in a newspaper of general circulation published and circulated in the Board's area of jurisdiction.
- 22.4.5 The publication of an ordinance, as required by subdivision 22.4.4, may be satisfied by either of the following actions:
- a. The Board may publish a summary of a proposed ordinance or proposed amendment to an ordinance. The summary shall be prepared by the Clerk of the Board and General Counsel. The summary shall be published and a certified copy of the full text of the proposed ordinance or proposed amendment shall be posted in the office of the

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

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

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

22.5 Public Comment

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

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

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

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

22.6 Chairperson

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

22.7 Election of Board Officers and Appointments to Committees

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

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

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

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

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

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

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

22.8 Executive Committee

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

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

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

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

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

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

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

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

- 2.8.3.3 The alternates for the East County Cities' and the South Bay Cities' representatives shall be the representative from the city that is next in the rotation order set forth in section 22.8.2 above (for example, if the City of El Cajon is currently the primary Executive Committee member, then the City of La Mesa member shall be the alternate Executive Committee member). Alternates shall be appointed for a term of two years or such lesser term as necessary to coincide with the term of the member for whom the alternate is appointed.
- 22.8.4 The Vice Chairperson shall attend each Executive Committee meeting as a voting member. The Vice Chairperson shall serve as the alternate to the Chairperson in his or her absence and as a second alternate at large for any of the Executive Committee representatives and shall be a voting member when serving in this capacity.
- 22.8.5 At its first meeting in January, the Board shall vote on the Ad Hoc Nominating Committee's recommendation for the representative and alternate to the San Diego Association of Governments (SANDAG) Transportation Committee to serve for a term of one year. In the event that the Board votes to appoint a member of the Board who does not serve on the Executive Committee, then the appointed SANDAG Transportation Committee representative, or the alternate in his or her absence, shall attend the Executive Committee meetings as a voting member.
- 22.8.6 The primary purpose of the Executive Committee shall be to review and recommend consent items for the agenda of the next MTS Board of Directors meeting; add or delete items as appropriate; and provide input and direction on emerging policies, plans, and issues, in advance, for Board consideration. The Executive Committee shall have the authority to create ad hoc subcommittees for purposes of carrying out its duties and responsibilities.
- 22.8.7 Three members shall constitute a quorum of the Executive Committee, and a majority vote of the members present shall be required to approve any item. In the absence of a quorum, the Chairperson may review and recommend consent items for the agenda, establish the order of items, and add or delete items.
- 22.8.8 The Executive Committee shall adopt operating procedures as are necessary for the conduct of its business.
- 22.9 Audit Oversight Committee
- 22.9.1 The Audit Oversight Committee shall be comprised of the same members that make up the Executive Committee and such other

individuals as the Board may appoint at the first MTS Board meeting each calendar year. The Board may also appoint individuals who are not members of the Board to serve as non-voting advisory members to the Audit Oversight Committee

22.9.2 No additional compensation shall be paid to the members of the Audit Oversight Committee unless a meeting takes place on a day other than a regularly scheduled MTS Board meeting or MTS Executive Committee meeting. Compensation shall be paid to any additional voting members who are appointed to serve on the Audit Oversight Committee. No compensation shall be paid to any non-voting advisory member appointed by the MTS Board.

22.9.3 The primary duties and responsibilities of the Audit Oversight Committee shall be to ensure that management is maintaining a comprehensive framework of internal control, to ensure that management's financial reporting practices are assessed objectively, and to determine to its own satisfaction that the financial statements are properly audited and that any problems uncovered in the course of the audit are properly reported and resolved.

22.9.4 The Audit Oversight Committee shall:

- a. Review the scope of the annual financial statement audit and any other audits the committee feels are appropriate. The financial statement or CAFR audit should be conducted by an external, independent, public accounting firm experienced in municipal financial audits (external auditor).
- b. Review the purpose and scope of any nonaudit services to be performed by the external auditor.
- c. Oversee the procurement of the external auditor and any related advisory services with final approval by the Board.
- d. Oversee the preparation of annual financial statements, the annual financial reporting process, internal controls, and the external auditor using an appropriate degree of professional skepticism.
- e. Assess the performance of the external auditor.
- f. Provide a forum for internal auditor(s) to report findings during committee meetings. Internal auditor(s) are MTS employee(s) who report to management and primarily perform operational and compliance audits. In unusual circumstances involving significant fraud, waste, or abuse, the internal auditors must contact the Chairperson of the Audit Oversight Committee.

- g. Establish a procedure for receipt, retention, and treatment of complaints regarding accounting, internal controls, or auditing matters.

22.9.5

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

- a. Prior to the fiscal year end, review the independent audit engagement letter.
- b. Prior to the fiscal year end establish a plan for review of the audits with external auditor.
- c. In October or November, review a draft of the Comprehensive Annual Financial Report
- d. Prior to the fiscal year end, review the management letter and management's response to the letter from the previous year.

22.9.6

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

- a. What is the name of the audit firm performing the audit, and how long has such firm been under contract to perform such audits?
- b. Was the audit performed in accordance with generally accepted auditing standards and generally accepted government auditing standards? If not, why?
- c. Has the external auditor prepared an unqualified opinion regarding the financial statements? If not, what type of opinion was issued and why?
- d. Did the external auditor issue a management letter?
- e. Did the external auditor find any nonmaterial weaknesses or reportable conditions?
- f. How did the external audit firm maintain its independence during the course of the audit?
- g. Describe, in general, the audit procedures performed.
- h. Were any new accounting principles adopted? If so, what was their effect?

- i. Does the external auditor recommend any changes in the accounting policies used or their application? Did management apply the best accounting principles or merely permitted ones?
- j. Describe any significant accounting adjustments affecting the financial statements (prior year as well as current year).
- k. Did the external auditor encounter any difficulties in dealing with management in performing the audit?
- l. Were there any disagreements with management regarding any accruals, estimates, reserves, or accounting principles?
- m. Did the external auditor have the full cooperation of MTS management and staff?
- n. Assess the quality of the accounting, internal controls, and the competency of staff.
- o. Were there any accounting issues on which the audit firm sought the advice of other audit firms or regulatory bodies?
- p. Are there new pronouncements and/or risks affecting future financial statements which the Audit Oversight Committee should be aware of?

22.9.8 A majority of the members of the Audit Oversight Committee shall constitute a quorum, and a majority vote of the members present shall be required to approve any item.

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

22.10 Board Member Standards of Conduct

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

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

22.10.3 Board members shall not engage in any business or transaction or have a financial or other personal interest, actual, potential, or

apparent, which is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of such duties. Such business, transaction, or interest shall constitute a conflict of interest.

22.10.4

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

- a. Using the prestige or influence of the Board office for private gain or advantage of the member or another person.
- b. Using time, facilities, equipment, or supplies of the Board for the private gain or advantage of the member or another person.
- c. Using official information not available to the general public for private gain or advantage of the member or another person.
- d. Receiving or accepting money or other consideration from anyone other than the Board for the performance of acts done in the regular course of duty.
- e. Receiving or accepting, directly or indirectly, any gift or favor from any one doing business with the Board under circumstances from which it could reasonably be inferred that such was intended to influence such person in such person's duties or as a reward for official action.
- f. Soliciting any gift or favor in such person's official capacity, either directly or indirectly, when such solicitation might reasonably be inferred as to have a potential effect on such person's duties or decision, or when the individual's position as a Board member would in any way influence the decision of the person being solicited.
- g. Engaging in or accepting private employment or rendering services for private interest, direct or indirect, which may conflict with such person's responsibility or duty, or which, because of that person's position, may influence a decision to the benefit of the organization in which such person has an interest.

22.10.5

If a Board member has an actual, potential, or apparent conflict of interest in the subject of an agenda item, and the Board will make a decision regarding this agenda item during an open session meeting, the Board member must recuse himself or herself or, in the case of uncertainty, request a binding determination from the Board's General Counsel. If the Board member has a conflict, he

or she may observe, but not participate, in the decision-making process.

- 22.10.6 If a Board member has an actual, potential, or apparent conflict of interest in the subject of an agenda item to be discussed during a closed session meeting, the Board member shall be disqualified and not present during such discussion so as not to make, participate in making, or in any way attempt to use his or her official position to influence the discussion or decision. In such case, the Board member must recuse himself or herself or, in the case of uncertainty, request a binding determination from the Board's General Counsel. In accordance with the Brown Act, the Board member would be entitled to any information that is publicly reported. The Board member would not, however, be privy to any confidential or privileged information or communications pertaining to the closed session agenda item.
- 22.10.7 No Board member shall disclose to any person, other than members of the Board and other Board staff designated to handle such confidential matters, the content or substance of any information presented or discussed during a closed session meeting unless the Board authorizes such disclosure by the affirmative vote by a majority of the Board.
- 22.10.8 No Board member may disclose confidential or privileged information or communications to any person other than a Board member, General Counsel to the Board, or other Board staff designated to handle such matters, unless disclosure is mandated by law or the Board authorizes such disclosure by the affirmative vote of a majority of the Board.
- 22.10.9 A Board member shall not be privy to confidential or privileged information or communications concerning threatened, anticipated, or actual litigation affecting the Board where the Board member has an actual, potential, or apparent conflict of interest. In the case of uncertainty as to whether a conflict of interest exists, the Board's General Counsel shall issue a binding determination.
- 22.10.10 No Board member shall represent a position on an issue to be the Board's unless the Board has formally adopted such position at a public meeting.
- 22.10.11 Any violation of this policy shall constitute official misconduct if determined by an affirmative vote of the majority of the Board in an open and public meeting. The Board may elect to censure the Board member and the violation may be subject to criminal and/or civil penalties as provided for by applicable law.

Original Policy approved on 4/5/84.
Policy revised on 1/12/84.

Policy revised on 7/11/85.
Policy revised on 1/8/87.
Policy revised on 1/11/90.
Policy revised on 8/23/90.
Policy revised on 1/10/91.
Policy revised on 3/24/94.
Policy revised on 1/14/99.
Policy revised on 6/14/01.
Policy revised on 1/10/02.
Policy revised on 1/24/02.
Policy revised on 5/8/03.
Policy revised 2/26/04.
Policy revised 1/12/06.
Policy revised 3/9/06.
Policy revised 3/23/06.
Policy revised 6/14/07.
Policy revised 7/19/07.
Policy revised 2/21/08.
Policy revised 12/11/08.
Policy revised 2/12/15.
Policy revised 11/10/16.
Policy revised 11/9/2017, changes effective 1/1/2018.
Policy revised 6/13/2019.



Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 15, 2026

SUBJECT:

Public Hearing: Route 910 (Blue Line Overnight Express Bus) (Brent Boyd and Beverly Neff)

RECOMMENDATION:

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

- 1) Receive public testimony; and
- 2) Approve the conversion of Pilot Route 910 into a permanent route

Budget Impact

The net impact of the proposed changes will be approximately \$800,000 annually in the MTS operating budget. This is already programmed in the Fiscal Year (FY) 2026 and FY 2027 budgets, with Senate Bill (SB) 125 funding.

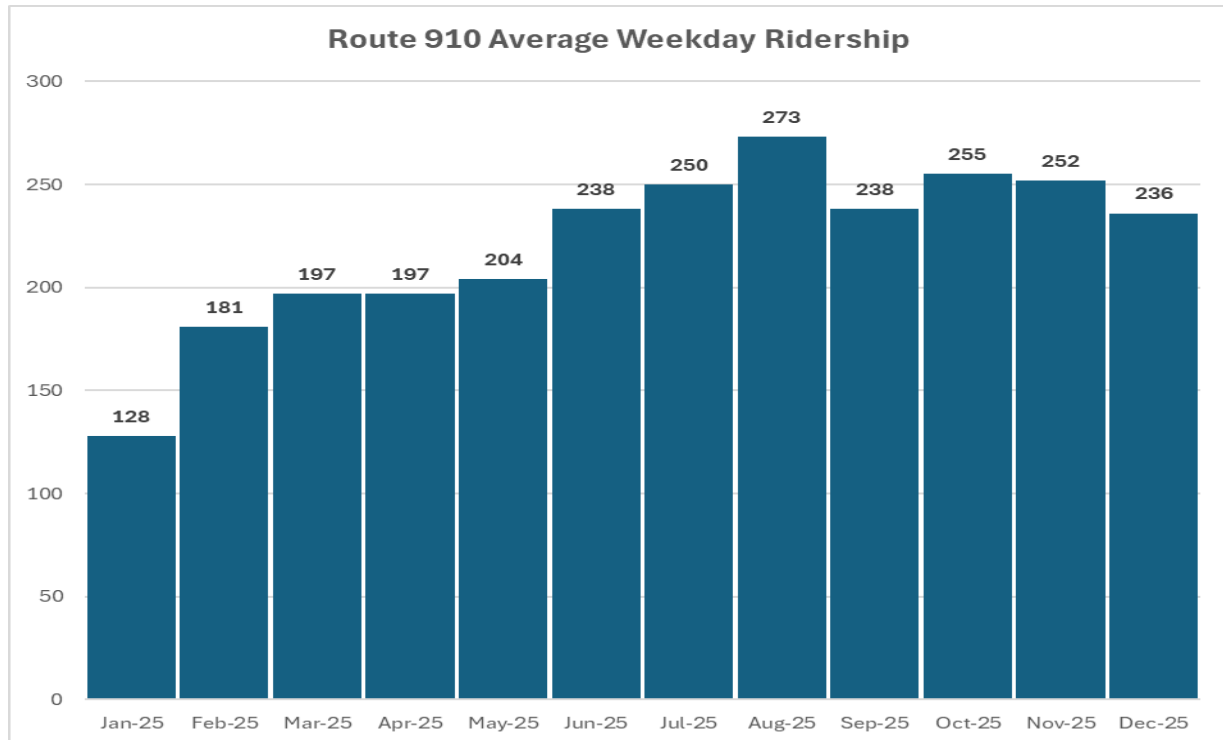
DISCUSSION:

Route 910 is a pilot route launched in January 2025 that runs from the U.S. - Mexico border to downtown San Diego overnight when the UC San Diego Blue Line Trolley cannot operate. Route 910 operates approximately 12:30am-5:00am, with stops at, or near, key Trolley stations on its way to/from downtown San Diego (San Ysidro, Iris Avenue, Palomar Street, 24th Street, Harborside, Barrio Logan) and several stops within downtown San Diego. The pilot project was approved by the Board of Directors on September 12, 2024 (Agenda Item (AI) 24) as part of the SB 125 Allocation Package.

A standard transit fare applies for Route 910, and the travel time is competitive with the Trolley.

Ridership has grown significantly since implementation. With the exception of the holiday months, ridership has climbed month-to-month for every month other than September 2025. The average ridership for the first six months of FY 2026 is 31% higher than the ridership in its first six months of operation (251 passengers per weekday from July-December 2025 compared to 191 passengers per weekday from January-June 2025).





Furthermore, its passengers per revenue hour (16.5) and in-service hour (20.3) statistics in FY 2026 Q1 (July to September 2025) surpassed both the express route category (13.0 and 18.6) averages, despite operating in the overnight period.

Therefore, based on evaluation of pilot results and consistency with MTS service standards, staff recommend making Route 910 a permanent route within the MTS system. In the future, it will be evaluated alongside other routes as part of the MTS Board Policy No. 42 “Transit Service Evaluation and Adjustment” service evaluation and implementation process.

The public hearing today is an opportunity for the public to provide testimony on the recommendation to establish Route 910 as a permanent route.

Title VI

MTS’s Title VI analysis for a major service change includes a determination of whether or not disparate impacts to minority populations or disproportionate burdens to low-income populations would result from the change. The purpose of this study is to determine if there are any adverse impacts, as defined by MTS Board Policy No. 42, which would result from implementation of the service.

The Title VI service analysis of the proposed Route 910 does not reveal any potentially adverse impacts. The Title VI report is included in Attachment A.

California Environmental Quality Act (CEQA)

The requirements of CEQA specifically exempt the implementation of or increases in transit services on existing roads and highways (Public Resource Code § 21080 (6)(10)). This change

would be an increase of approximately 4,250 annual revenue hours of transit service along existing highway and road rights-of-way, thereby exempting the elements of the proposal from further examination under CEQA.

MTS Board Policy No. 42 states that new services will operate as a pilot for up to 12 months prior to being made permanent. Route 910 has completed its 12-month pilot, and it is recommended by staff that the route be approved as a permanent route.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Title VI Analysis
B. Public Comment
C. January 2026 Timetable



Title VI Analysis

Route 910

Prepared by the Metropolitan Transit System
January 2026

Executive Summary

The San Diego Metropolitan Transit System (MTS) is proposing to make Route 910 permanent. Route 910 is an overnight express bus service that operates between the San Ysidro Transit Center (at the U.S.-Mexico border) and Santa Fe Depot in downtown San Diego. It provides limited-stop service for late-night workers and travelers, running approximately every 30 minutes from 12:30 a.m. to 5:00 a.m. Route 910 mirrors the UC San Diego Blue Line during the overnight hours, when the Trolley cannot operate due to freight train operations.

Since Route 910 was approved as a pilot project only, converting it to a permanent route is considered a major service change under MTS Policy 42.5B, and as a result, the FTA requires the execution of this Title VI analysis (FTA C 4702.1B). The Title VI analysis found no disparate impacts or disproportionate burdens to minority or low-income populations.

Title VI

Title VI is a federal statute and provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The purpose of this analysis is to ensure that MTS is in compliance with those Title VI requirements. MTS has followed the Federal Transit Administration (FTA) guidelines, published in FTA Circular 4702.1B on October 1, 2012.

The critical elements of this analysis involve a determination of whether or not disparate impacts to minority populations or disproportionate burdens to low-income populations would result from the change. As defined in MTS Policy 42:

A disparate impact is found when there is a difference in adverse effects between minority and non-minority populations such that: the adversely affected population is 10 percent or greater minority than the total MTS service area average; or, the benefitting population is 10 percent or more non-minority than the total MTS service area average.

A disproportionate burden is found when there is a difference in adverse effects between low-income and non-low-income populations such that: the adversely affected population is 10 percent or more "low-income" than the total MTS service area average; or, the benefitting population is 10 percent or greater "non-low-income" by percentage of total population than the total MTS service area average.

The FTA guidelines allow transit agencies to use either ridership or population as a basis to determine disparate impacts and disproportionate burdens. Whichever basis is selected should be used throughout the analysis. MTS has selected population as the basis to ensure consistency with past analyses.

The analysis compares the population in Census block groups affected by the proposed change (defined as within 1/4 mile of an affected route) with the population in the service area. The data source is the 2019-2023 5-year estimates from the American Community Survey.

The definitions of disparate impact and disproportionate burden included in MTS Policy 42 (see above) are used in this analysis. This analysis uses the definition of low-income persons included in FTA Circular 4702.1B. The Circular encourages recipients to use a locally-developed threshold for low-income persons that are "at least as inclusive as the Department of Health and Human Services (HHS) poverty guidelines." This analysis defines low-income persons as individuals whose household income is at or below 200 percent of the poverty level as defined by the United States Census Bureau (and is consistent with SANDAG methodology).

The formats provided in Tables 1 and 2 in Appendix K of FTA Circular 4702.1B are used to present the results of the analysis, as recommended by the FTA.

Route 910 Title VI

Qualification as Major Service Change

The definition of a major service change, as used within MTS Policy 42, was developed with public input as part of a public engagement process during June 2013 when MTS held a public hearing to solicit feedback from stakeholders. Policy 42 was updated in 2016. According to the policy, MTS will conduct a Title VI analysis on any of the following changes before a final implementation decision is made:

- A change that is greater than 25 percent of a route's weekly in-service miles or hours.
- An increase or reduction in the average weekly span-of service of more than 25 percent.
- The implementation of a new route or the discontinuation of an existing route.
- A routing change that affects more than 25 percent of a route's Directional Route Miles and more than 25 percent of the route's bus stops.

Route 910 was created to mirror the UC San Diego Blue Line Trolley during overnight hours, when the Trolley cannot operate due to freight operations. MTS received funding via state Senate Bill 125 grants to allow the launch of the pilot route in January 2025. Because this change will implement a new permanent service, it qualifies under MTS Policy 42 as a major service change.

Definition of Low-income and Minority Groups

As mentioned above, FTA Circular 4702.1B encourages recipients to use a locally developed threshold for low-income person that is “at least as inclusive as the HHS poverty guidelines.” In coordination with SANDAG, MTS defines a low-income person as an individual whose household income is at or below 200 percent of the poverty level as defined by the United States Census Bureau. The FTA defines minority persons as the following: American Indian and Alaska Native, Asian, African American, Hispanic or Latino, and Native Hawaiian or other Pacific Islander.

Disparate Impact and Disproportionate Burden to Minority and Low-Income Populations

This analysis considers the percentage of minority and low-income persons in each census block group that the route serves. MTS Policy 42.6b uses the phrase, “disparate impact,” when speaking of minorities, and the phrase, “disproportionate burden,” when speaking of low-income impacts. This report uses these phrases to differentiate the two. Both are defined as follows:

A disparate impact is found when there is a difference in adverse effects between minority and non-minority populations such that: the adversely affected population is 10 percent or greater minority by percentage of total population than the total MTS service area average; or, the benefiting population is 10 percent or more non-minority than the total MTS service area average. *For example, if the total MTS service area average is 55% minority, then a proposed service change that adversely affects a population that is 65% minority or greater would be defined as a disparate impact.* If MTS chooses to implement a proposed major service change despite a finding of a disparate impact, MTS may only do so if there is a substantial justification for the change, and there are no alternatives that would have a less disparate impact and still accomplish the goals of the change (MTS Policy 42.6b).

A disproportionate burden is found when there is a difference in adverse effects between low-income and non-low-income populations such that: the adversely affected population is 10 percent or more “low-income” than the total MTS service area average; or, the benefitting population is 10 percent or greater “non-low-income” by percentage of total population than the total MTS service area average. *For example, if the total MTS service area average is 20% “low-income,” then a proposed service change that benefits a population that is 90% or greater “non-low-income” would be defined as a disproportionate burden.* If MTS chooses to implement a proposed change despite a finding of disproportionate burden, MTS may only do so if steps are taken to avoid or minimize impacts where practicable, and MTS provides a description of alternatives available to affected low-income populations (MTS Policy 42.6b).

Route 910 Disparate Impact and Disproportionate Burden Analysis

Figure 1 shows low-income population and minority census block groups in the general area.

Figure 1: Route 910 MTS Low-Income Analysis and Minority Populations

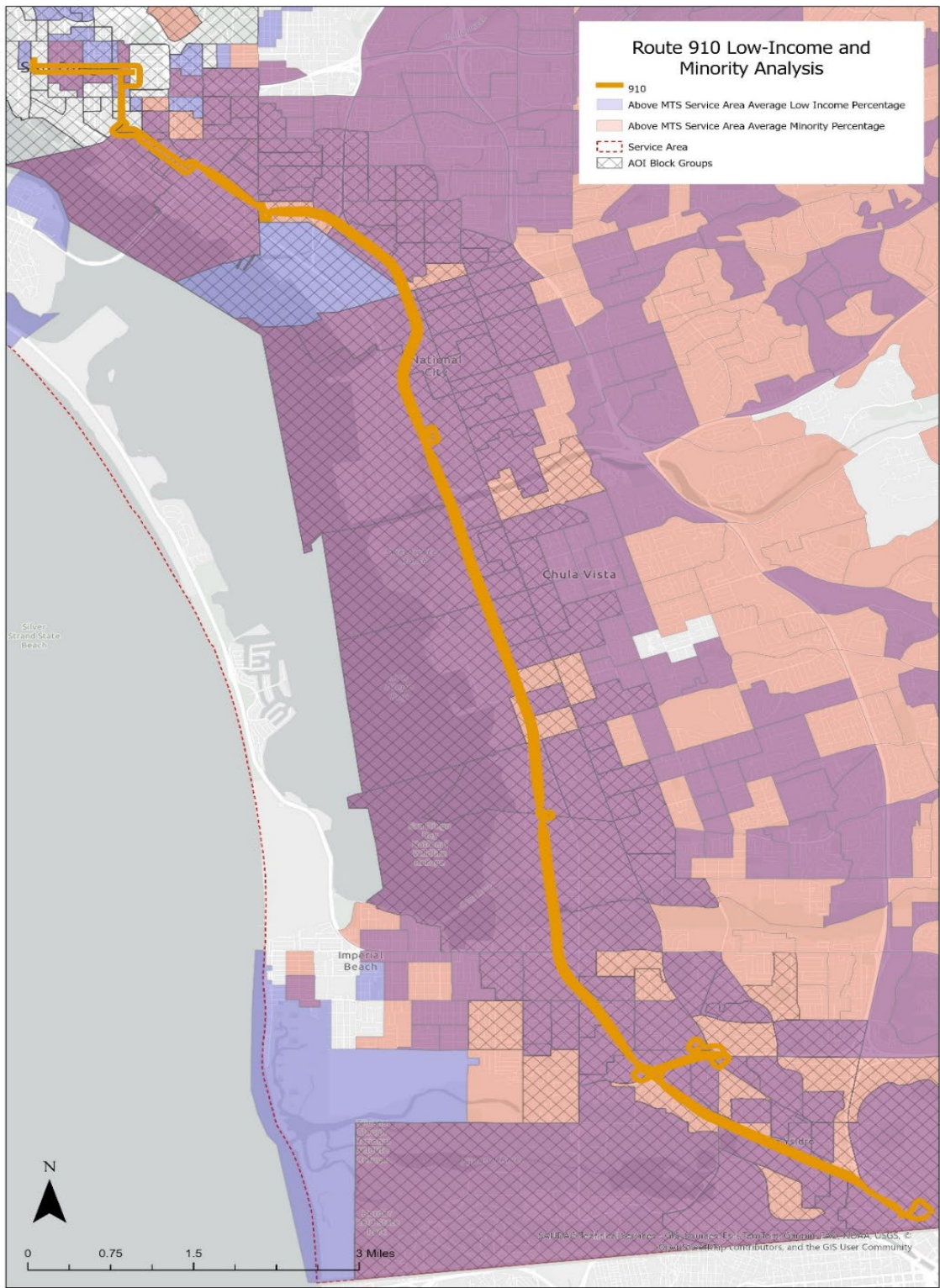


Table 1 shows the total MTS service area averages for minority and low-income populations, based on the data from the 2023 American Community Survey 5-year estimates, 2019-2023:

Table 1: Service Area Averages

Population	Service Area Average
Minority	59.2%
Low-income	24.3%

Table 2 presents minority and low-income population data within the MTS service area compared to minority and low-income population data for census block groups affected by proposed route changes.

Table 2: Census Block Group Data of MTS Service Area and Route 910 Area

	# of Census Block Groups	Block Group Population (Income Surveys)	Low-Income Population	% Low Income	Block Group Population (Race & Ethnicity Surveys)	Minority Population	% Minority
MTS Service Area Average	1,539	2,271,479	551,613	24.3%	2,334,375	1,381,911	59.2%
Route 910	157	231,943	87,927	37.9%	244,798	199,397	81.5%

The Route 910 service area includes a substantially higher proportion of minority and low-income populations compared to the MTS service area average. Approximately 81.5 percent of the population within the Route 910 block groups identifies as minority, compared to 59.2 percent systemwide. Approximately 37.9 percent of residents are low-income, compared to 24.3 percent systemwide.

As a result, Route 910 is classified as both a minority and low-income route for Title VI purposes. Since Route 910 is a benefit to the surrounding communities, and the surrounding communities are minority and low-income, implementation of Route 910 would not result in a disproportionate burden or disparate impacts to low-income and minority populations.

**ATTACHMENT WILL
BE PROVIDED
BEFORE BOARD
MEETING**

Fare Information

Información de tarifas

sdmts.com/fares



Easy transit fare. Get a card or download the app.



¡Tarifa de transporte fácil! Obtén una tarjeta o descarga la aplicación.

RidePRONTO.com • 619-595-5636

All timetables are available online

Todos los horarios están disponibles en línea.



sdmts.com/timetables

Real Time Arrivals

Download the free **OneBusAway** app.

Llegadas en tiempo real. Descarga la aplicación gratuita **OneBusAway**.



sdmts.com/oba



sdmts.com



MTS Security

MTS Seguridad

619-595-4960

MTS Information & Trip Planning

MTS Información y planeo de viaje

619-233-3004

Customer Service / Suggestions

Servicio al cliente / Sugerencias

619-557-4555

Lost and Found

Objetos extraviados

619-233-3004

Transit Store

12th & Imperial Transit Center
M-F / L-V 8am-5pm

619-234-1060

TTY/TDD

(teletype for hearing impaired)
Teletipo para sordos

619-234-5005
888-722-4889



Buses on all MTS routes are accessible via lift or ramp.

Autobuses en todas las rutas de MTS son accesibles mediante un ascensor o rampa.

Alternative formats available upon request. Call: (619) 557-4555.
Formato alternativo disponible al preguntar. Llamar: (619) 557-4555.

Effective January 25, 2026

Att.C, Item 12, 01/15/2026

Bus Route

910

Overnight Express



San Ysidro Transit Center ↔

Downtown San Diego

via Barrio Logan / Interstate 5



Destinations

- Santa Fe Depot
- City College
- PETCO Park
- National City
- Chula Vista
- Otay-Nestor
- International Border



Trolley Connections*

- Santa Fe Depot
- America Plaza
- City College
- 12th & Imperial
- Barrio Logan
- Harborside
- 24th Street
- Palomar St
- Iris Avenue
- San Ysidro

*Trolley connections may not be available during overnight hours. See Trolley timetable for more information.

Subject to change without notice
Sujeto a cambios sin previo aviso



910

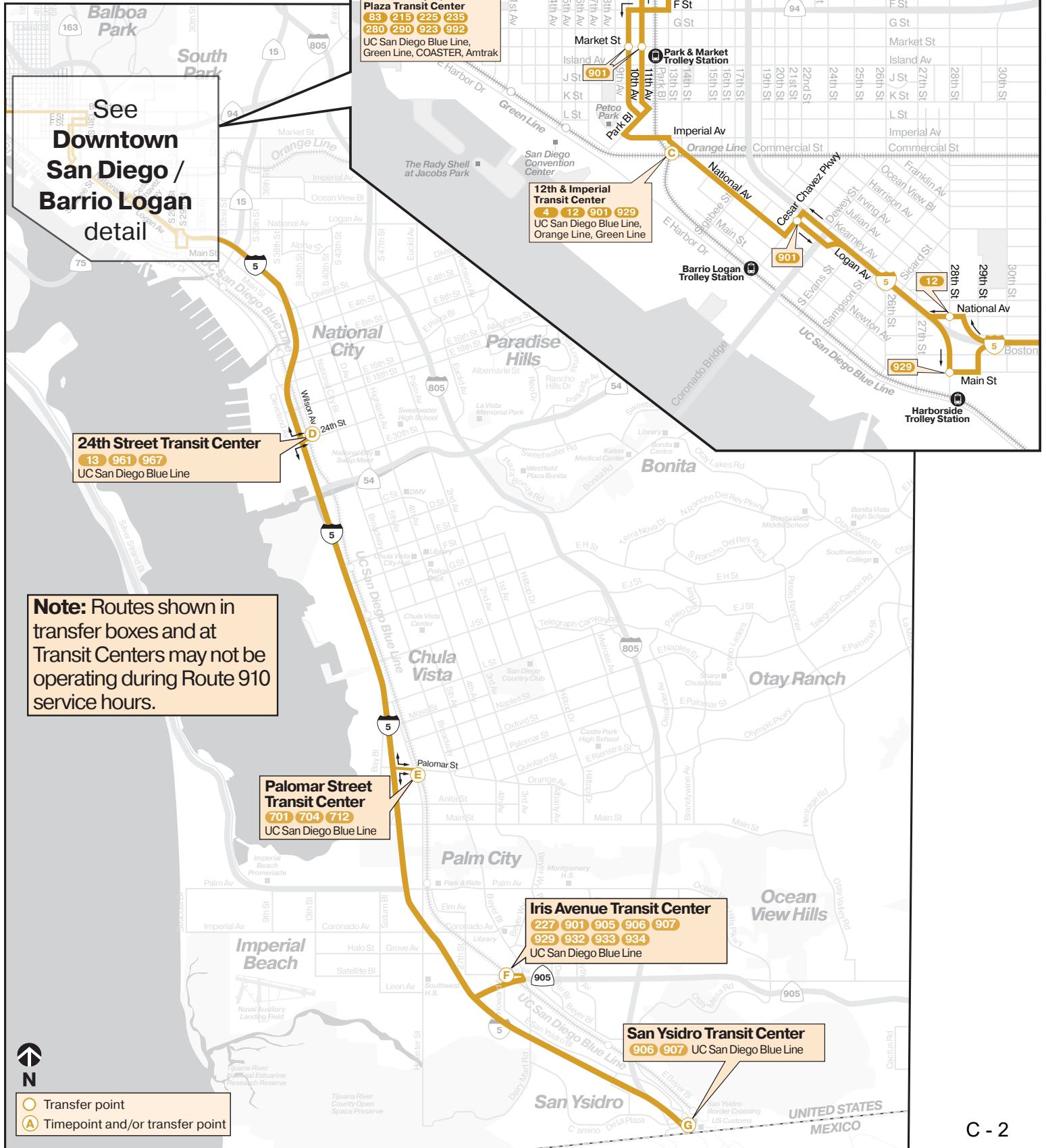
Everyday • todos los días

Downtown San Diego → San Ysidro Transit Center

A	B	C	D	E	F	G
Santa Fe Depot Transit Center DEPART	City College Transit Center (Broadway)	12th & Imperial Transit Center	24th St. Transit Center	Palomar St. Transit Center	Iris Ave Transit Center	San Ysidro Transit Center ARRIVE
12:28a	12:35a	12:44a	12:56a	1:06a	1:15a	1:25a
12:58	1:05	1:14	1:26	1:36	1:45	1:55
1:38	1:45	1:52	2:04	2:14	2:23	2:33
2:38	2:45	2:52	3:04	3:14	3:23	3:33
3:32	3:39	3:46	3:58	4:08	4:17	4:27

San Ysidro Transit Center → Downtown San Diego

G	F	E	D	C	B	A
San Ysidro Transit Center DEPART	Iris Ave Transit Center	Palomar St. Transit Center	24th St. Transit Center	12th & Imperial Transit Center	City College Transit Center (Broadway)	Santa Fe Depot Transit Center ARRIVE
1:35a	1:44a	1:53a	2:02a	2:13a	2:21a	2:29a
2:20	2:29	2:38	2:47	2:58	3:06	3:14
3:00	3:09	3:18	3:27	3:38	3:46	3:54
3:25	3:34	3:43	3:52	4:03	4:11	4:19
3:45	3:54	4:03	4:12	4:23	4:31	4:39
4:05	4:14	4:23	4:32	4:43	4:51	4:59





Metropolitan
Transit
System

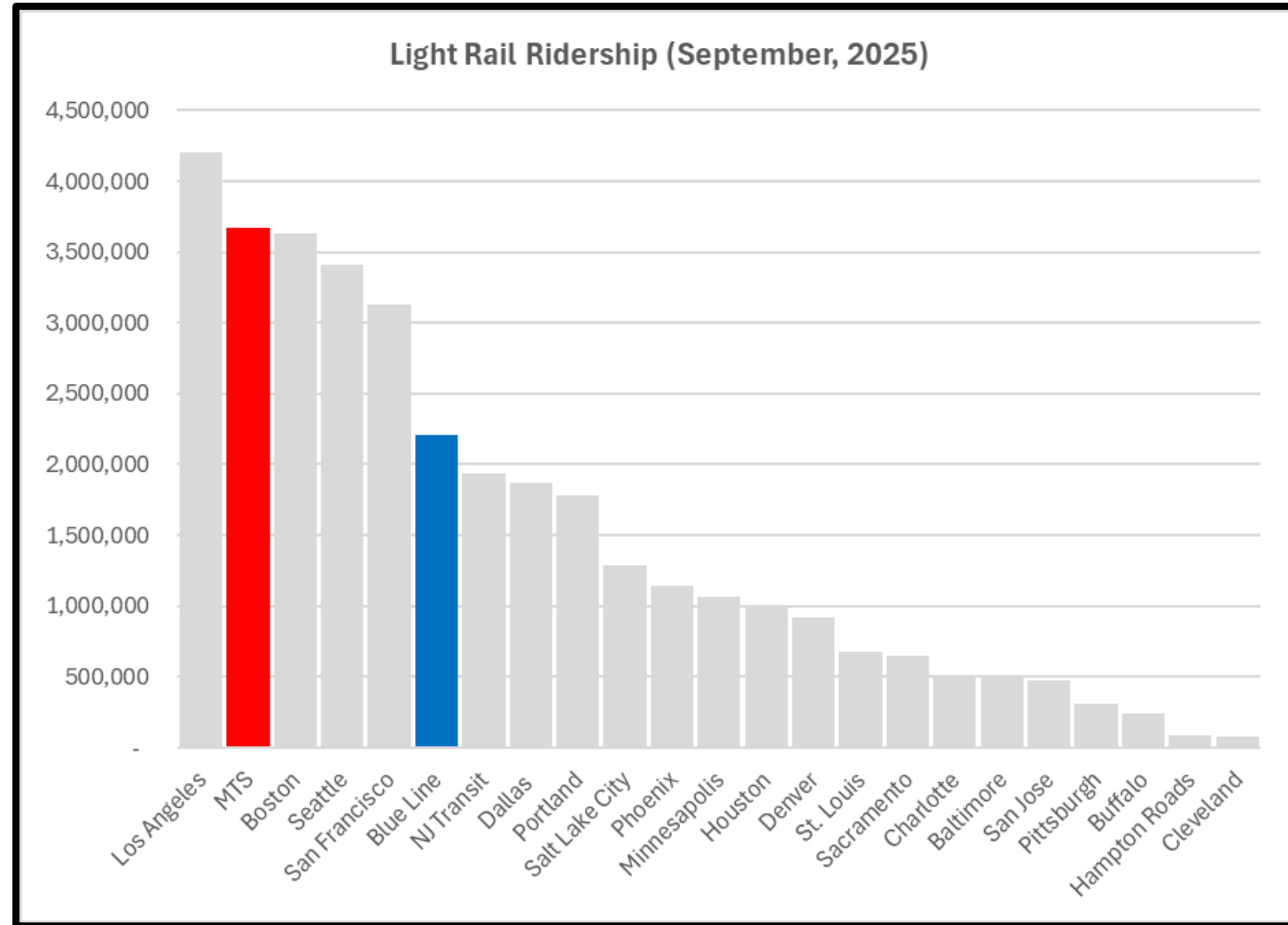
Item No. 12, 01/15/2026

Route 910 (Blue Line Overnight Express Bus) Public Hearing

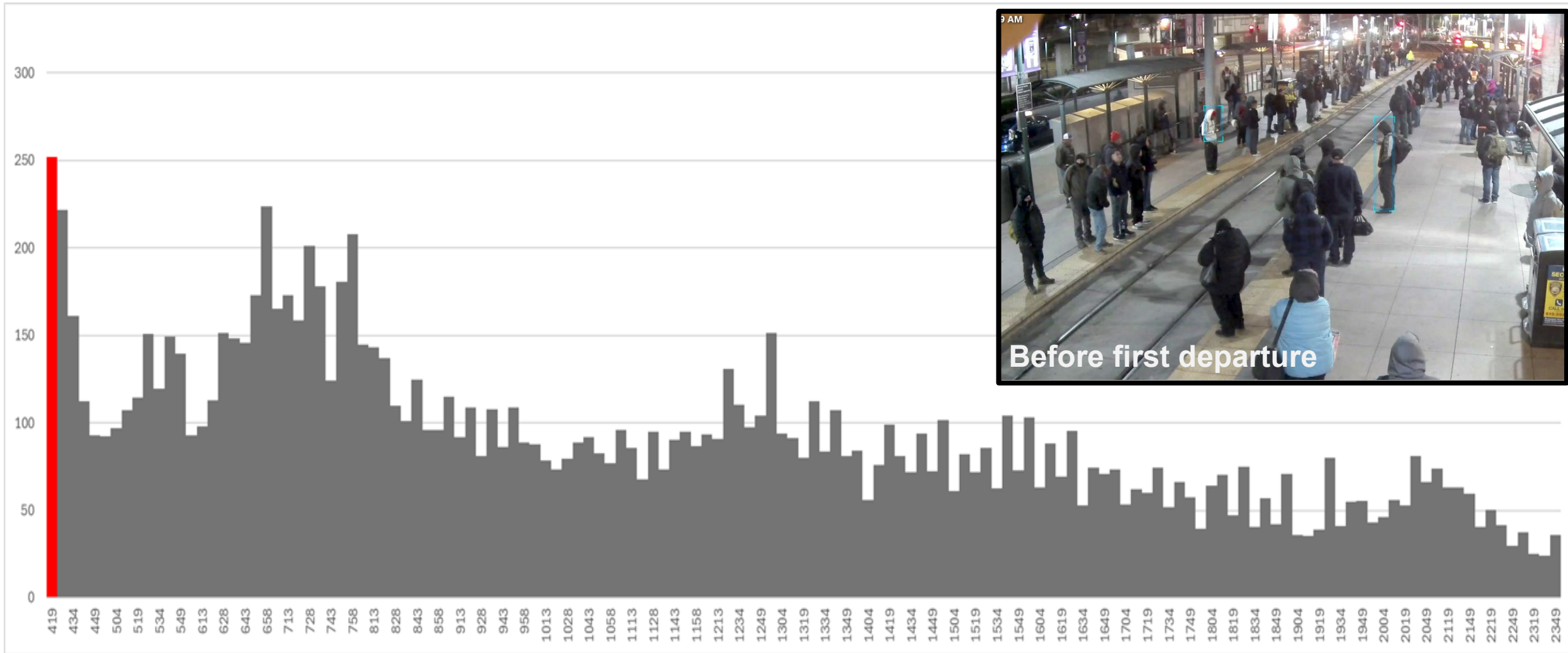
Board of Directors

Blue Line

- Blue Line carries 80k per day
- About 2/3 of Trolley ridership
- About 1/3 of MTS System ridership
- One of the highest ridership light rail lines in the entire country
- Would be #5 **system** in the United States
- However, it cannot operate overnight due to freight

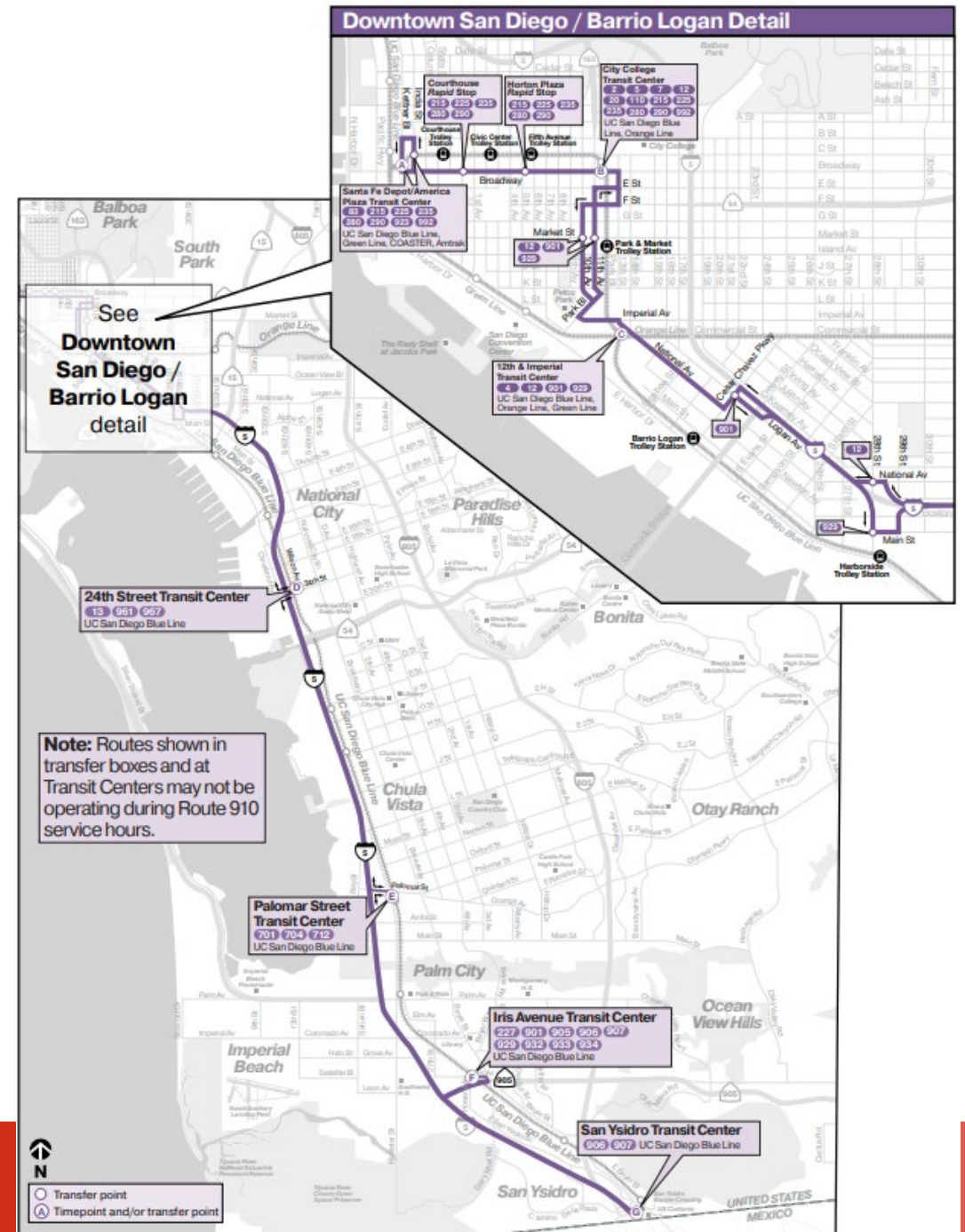


San Ysidro Ridership (By Time of Day)



Route 910

- Overnight express route serving key Blue Line stops during overnight hours when the Blue Line Trolley cannot operate due to freight



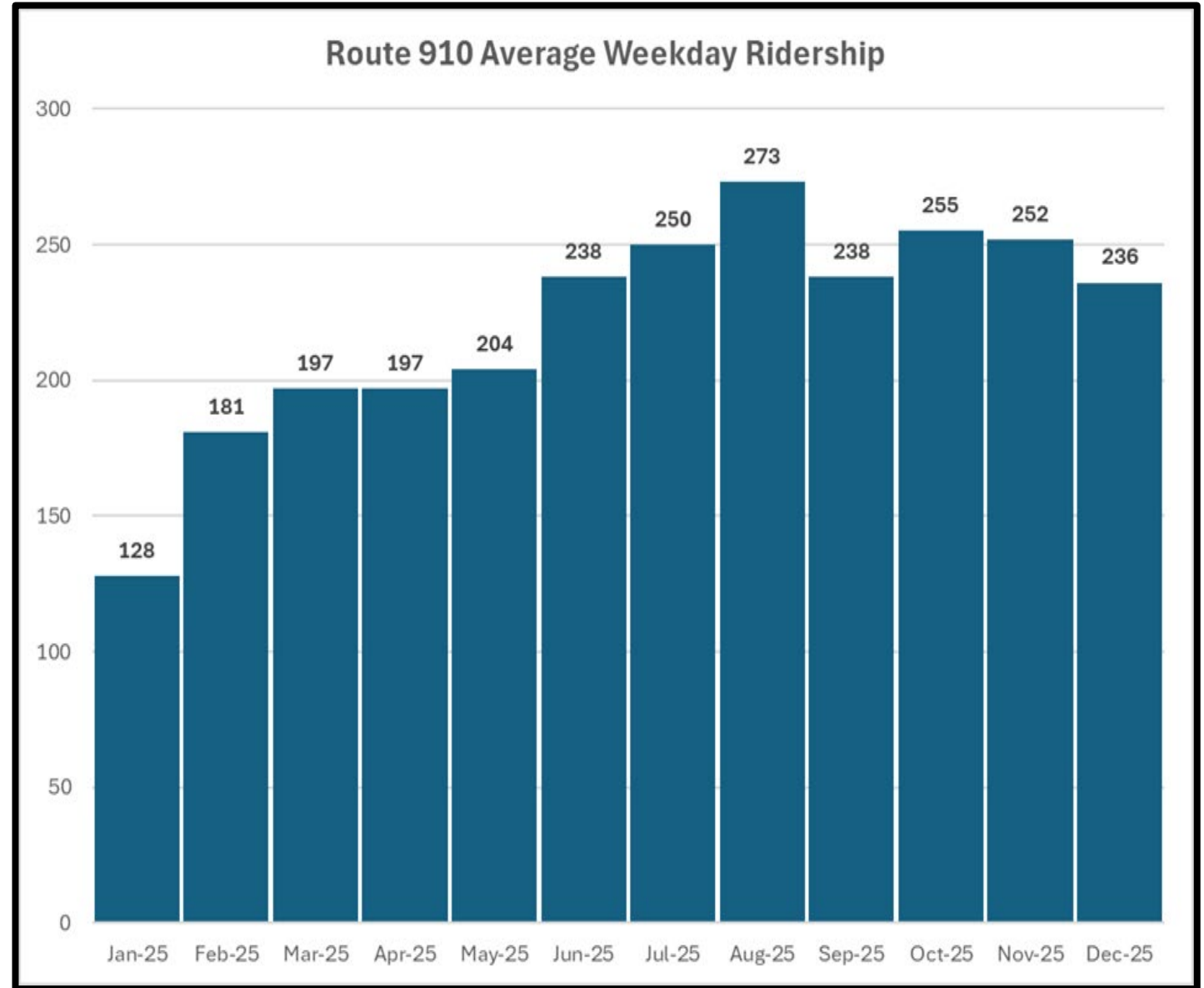
Route 910 Timeline

- **September 2024:** Pilot Implementation Approved as part of modified SB125 Funding Package
- **January 2025:** Pilot Launched
- **January 2026:** 12-Month pilot Concludes & Public Hearing for approval of permanent route



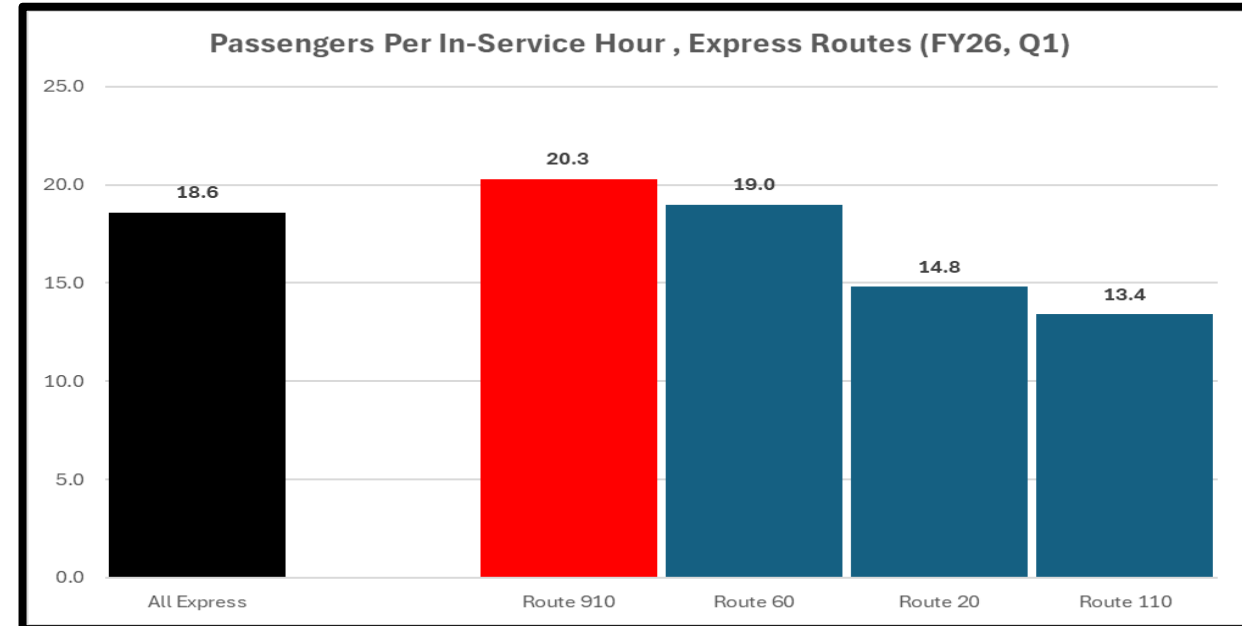
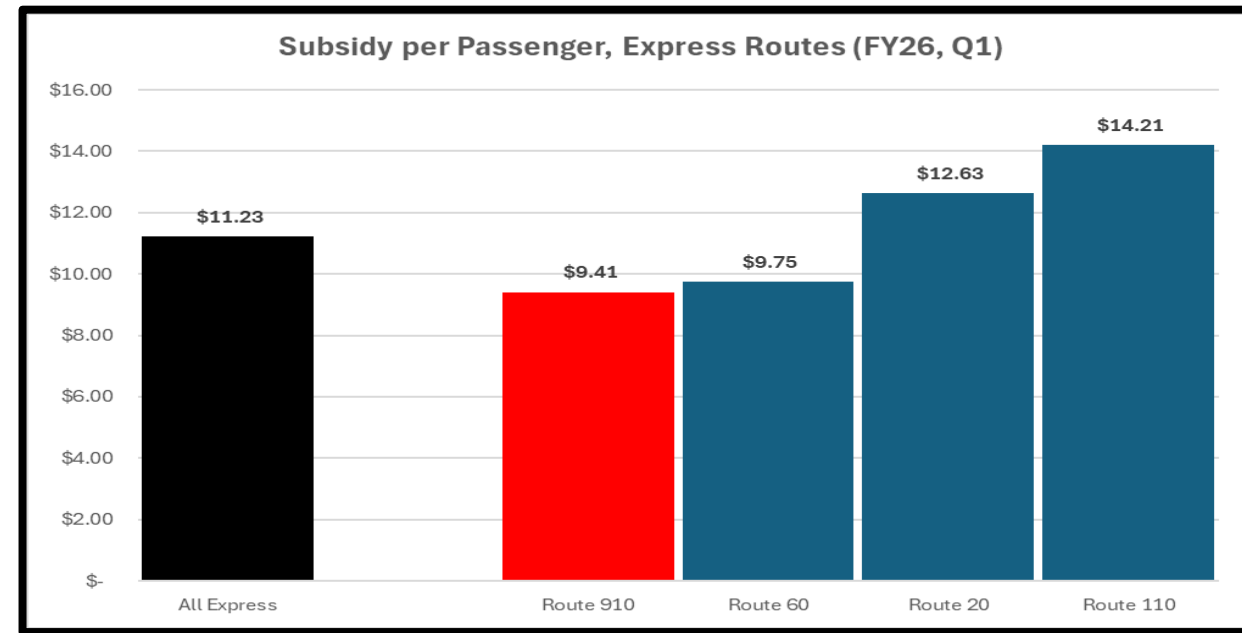
Ridership

- Ridership has increased substantially since implementation
- Over 75,000 passengers served so far
- Averaging about 7,000 per month and over 220 per day since March



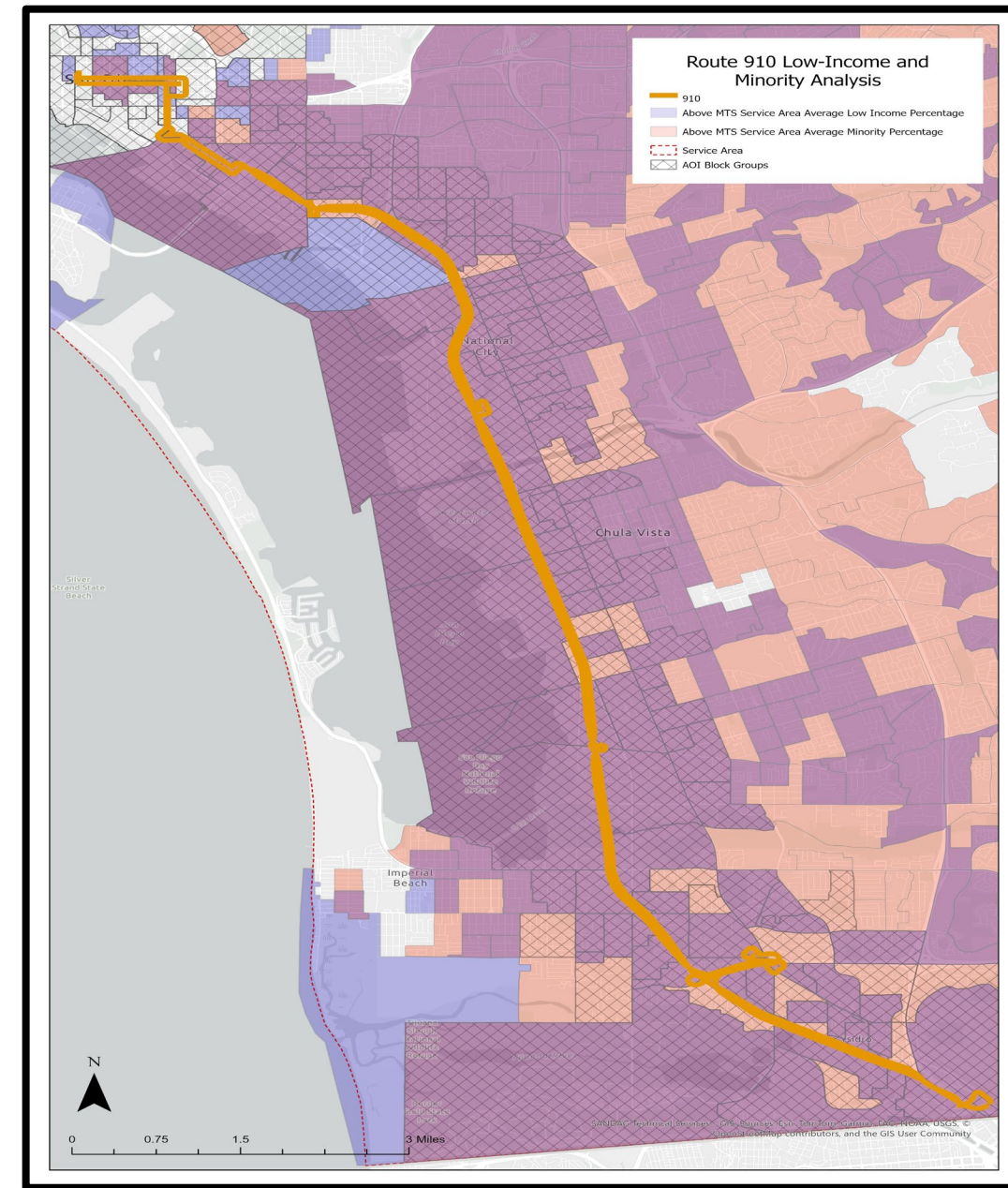
Performance Metrics

- Outperforming other express bus routes despite being an overnight service
 - \$9.41 subsidy per passenger is lower than express-route average
 - 20.3 passengers per in-service hour is higher than express-route average



Title VI

- A new route is considered a “major service change” requiring a Title VI analysis and Public Hearing
- Title VI is a federal statute and provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.



Title VI Analysis

- A disparate impact is found when there is a difference in adverse effects between minority and non-minority populations
- A disproportionate burden is found when there is a difference in adverse effects between low-income and non-low-income populations
- Route 910 serves areas that have a higher percentage of both minority and low-income populations than the MTS service area, and this route is a benefit to those populations. Consequently, **no disparate impacts of disproportionate burdens.**

	# of Census Block Groups	Block Group Population (Income Surveys)	Low-Income Population	% Low Income	Block Group Population (Race & Ethnicity Surveys)	Minority Population	% Minority
MTS Service Area Average	1,539	2,271,479	551,613	24.3%	2,334,375	1,381,911	59.2%
Route 910	157	231,943	87,927	37.9%	244,798	199,397	81.5%

Public Input

- Advertised on:
 - Bus stop notices
 - San Diego Daily Transcript
 - Social media
 - Web site
- Summary of comments



Staff Recommendation

That the San Diego Metropolitan Transit System Board of Directors:

- 1) Receive public testimony; and
- 2) Approve the conversion of Pilot Route 910 into a permanent route.

Case Type: Z_01 Customer Case

Printed: 01/13/2026

SECTION 1:	GENERAL DATA	SECTION 5:	PROCESSING DATA
Type:	Customer Case	Priority:	
Case ID:	521749	Comm. Received:	Email
Description:	Appreciative of Route 910	Reply Req. Code:	Email
Category:	Compliments	Status:	Assigned
Refer To Dept:	Scheduling / Planning		
Reason:	Compliment	SECTION 6:	VEHICLE DATA
		Information Type:	Bus
SECTION 2:	DRIVER DATA	Bus:	
Driver Badge:		Bus Route:	910
Driver First Name:		Stop:	
Driver Last Name:		Run/Duty:	
Driver Description:		Schedule Block:	
		Division Code:	
SECTION 3:	CUSTOMER DATA	Time Point Location:	
Anonymous:	No	Travel Direction:	
Saved Customer ID:	38214	Actual Location:	
Cust. First Name:	BARBARA		
Cust. Last Name:	PEREZ	SECTION 0:	CASE DATA
Cust. Phone No.:	6196230059	Created By:	AMORENO
Cust. Email:	CHARLETTE10@YAHOO.COM	Created On:	01/13/2026
		Changed By:	AMORENO
SECTION 4:	DATES	Changed On:	01/13/2026
Incident Date:	01/13/2026	Closed By:	
Incident Time:	14:32:00		
Reported Date:	01/13/2026		
Reported Time:	15:32:06		
Closing Date:			

Notes

Description AMORENO 01/13/2026 15:33:24

Email attached:

To MTS board of directors,

Regarding route 910 pilot bus ,

I am a regular 6 days a week rider, I usually take the bus at Iris trolley station but I have to take bus 907 at 3:57 am to Iris trolley station then I take the last 910 to downtown San Diego to take the green line trolley at 4:51am . I have to be at work at 5:00 am and this is the only way I can make it to work on time , taking public transportation, the South Bay community needs 24 hour public transportation we are a working class community and people need to have access to a 24 hour bus or trolley.

Route 910 has been a great success for all of the working people we are able to get to work on time .

Please continue this route it is very much needed.

Case Type: **Z_01 Customer Case**

Printed: **01/13/2026**

Thank you
Barbara Perez.
Sent from my iPhone

Case Type: **Z_01 Customer Case**Printed: **01/05/2026**

SECTION 1:	GENERAL DATA	SECTION 5:	PROCESSING DATA
Type:	Customer Case	Priority:	
Case ID:	521018	Comm. Received:	Voicemail
Description:	Route 910 Concerns	Reply Req. Code:	None
-Schedule			
Category:	Complaints	Status:	Assigned
Refer To Dept:	Scheduling / Planning		
Reason:	Customer Problem	SECTION 6:	VEHICLE DATA
		Information Type:	
SECTION 2:	DRIVER DATA	Run/Duty:	
Driver Badge:		Schedule Block:	
Driver First Name:		Division Code:	
Driver Last Name:		Travel Direction:	
Driver Description:		Actual Location:	
SECTION 3:	CUSTOMER DATA	SECTION 0:	CASE DATA
Anonymous:	Yes	Created By:	AMORENO
Cust. First Name:		Created On:	01/05/2026
Cust. Last Name:		Changed By:	AMORENO
Cust. Phone No.:	6192333004	Changed On:	01/05/2026
Cust. Email:		Closed By:	
SECTION 4:	DATES		
Incident Date:	01/04/2026		
Incident Time:	14:01:00		
Reported Date:	01/05/2026		
Reported Time:	11:09:53		
Closing Date:			

Notes

Description	AMORENO	01/05/2026 11:14:41
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VM attached: I saw the notice for the Route 910. Why are you convincing people to live over the border and not Americans? Why does the blue line stop at America Plaza? People need the late buses and trolleys. I spoke to someone at MTS, and they said the cater to people loving at the border.



Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 15, 2026

SUBJECT:

Autonomous Vehicle Passenger Service (Samantha Leslie)

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors review the Taxicab Advisory Committee (TAC)'s motion regarding autonomous vehicle passenger services and provide direction on the Board's preferred position and course of action related to such services in the San Diego region, including the following potential actions:

1. Adopt Resolution 2026-01 (Attachment A); and/or
2. Authorize the Chief Executive Officer (CEO), or her designee(s), to participate in potential future proceedings at the California Public Utilities Commission (CPUC) or the California Department of Motor Vehicles (DMV), if any, to communicate the Board's position statement or concerns regarding autonomous vehicle passenger services; and/or
3. Authorize the CEO, or her designee(s) to communicate the Board's position statement or concerns regarding autonomous vehicle passenger services at the San Diego International Airport; and/or
4. Provide direction to staff regarding an alternative course of action, or to take no action.

TAC Recommendation

At its November 19, 2025 meeting, the TAC (16 voting members) approved a motion to forward a recommendation to the Board of Directors regarding autonomous vehicles, as detailed within this agenda item, with 11 in favor (Committee Members: TAC Chair Sean Elo-Rivera, Able Seifu, Alemayehu Tegegne, Aklilu Fray, Cesar Lopez, Eduardo Gonzalez, Eric Lopez, Gonzalo Ayala, Horacio Sanchez, Peter Zschiesche, and Thanh Nguyen voted yes); 1 against (Committee Member Michael Anderson voted no); and 4 absent (Committee Members David Tasem, Laura Ramirez, Kidane Tesfagebriel, and Letty Canizalez were absent).



Budget Impact

Unknown. Depending on the nature of the Board's direction, expenses for consultants and/or outside legal counsel may be incurred to assist with any proceedings before the CPUC, DMV, or other regulatory or legislative body.

DISCUSSION:

Autonomous vehicle passenger services are self-driving vehicles that transport passengers without a human driver. Autonomous vehicle passenger services are regulated in part by DMV and CPUC.

Similar to CPUC's regulation of Transportation Network Companies (TNCs) like Uber and Lyft, autonomous vehicle passenger services cannot be regulated by local jurisdictions or by MTS. Local regulation is preempted by the State's decision to exclusively regulate this field.

MTS is authorized to regulate various areas of for-hire vehicle services that are not regulated exclusively by the CPUC. These areas are permitted to be regulated by local cities and counties. Under MTS's enabling legislation, MTS may enter into agreements with individual cities and the county in San Diego County to regulate for-hire vehicles, such as taxicabs, non-emergency medical vehicles, low-speed vehicles, charter vehicles and jitneys. MTS's for-hire vehicle regulations include requirements such as: ensuring each vehicle has undergone a safety inspection; each vehicle has valid liability insurance; each permit holder (i.e. business owner) has passed a fingerprint-based criminal background check; confirming drivers have been validly licensed by the Sheriff's Department; investigating passenger complaints; and in the field monitoring and enforcement. The MTS For-Hire Vehicle Administration (FHVA) is statutorily required to be full cost recovery. The cost to administer for-hire vehicle regulations is covered by fees assessed on permit holders.

Last year, Waymo began testing its autonomous vehicles in the City of San Diego. Waymo recently announced that they will begin conducting passenger trips in the City of San Diego sometime in 2026. It is unclear how future operations by these autonomous vehicle passenger service companies may impact the local taxicab industry at this time, as staff has limited knowledge of Waymo's operation plans.

MTS TAC is an advisory committee comprised of various stakeholders from the taxicab industry, including taxicab lease drivers and taxicab permit holders. MTS Board Member and San Diego City Councilmember Sean Elo-Rivera serves as chair of the TAC. TAC is responsible for providing feedback to MTS staff and/or MTS Board on taxicab related issues.

In response to media reports about Waymo's autonomous vehicle testing in our region, and the plan to begin conducting passenger trips in 2026, an agenda item regarding autonomous vehicle passenger service was included on the November 19, 2025 TAC Meeting agenda. Following discussion at that TAC meeting, TAC approved the following motion:

1) That TAC:

- a) Submit a formal protest to the CPUC regarding Waymo's Phase 1 Driverless Autonomous Vehicle Deployment Program Advice Letter for San Diego; and

- b) Submit a formal protest to the DMV regarding Waymo's autonomous vehicle permit for San Diego.

AND

2) That TAC recommend the MTS Board of Directors:

- a) Support a resolution urging the California Legislature and Governor to restore local control and the right of communities to vote on whether autonomous vehicles may operate in their jurisdictions;
- b) Submit a formal protest to the CPUC regarding Waymo's Phase 1 Driverless Autonomous Vehicle Deployment Program Advice Letter;
- c) Submit a formal protest to the DMV regarding Waymo's autonomous vehicle permit; and
- d) Support prohibiting driverless vehicles from operating at San Diego International Airport, in order to protect airport ground transportation workers and ensure public safety.

Today's agenda item and proposed action is for the Board to receive a report on the TAC's concerns about autonomous vehicle passenger services, and to take action or provide direction to MTS staff concerning what position and what types of action the Board prefers to take in regards to autonomous vehicle passenger services in general and specifically as it relates to Waymo's potential operations in San Diego County.

TAC Recommendation (2)(a): Adopting a Resolution for City and/or County Control of Autonomous Vehicle Passenger Service Deployment

TAC recommends the MTS Board support a resolution urging the California Legislature and Governor to restore local control and the right of communities to vote on whether autonomous vehicle passenger service may operate in their jurisdictions.

At the December 18, 2025 Board of Directors Meeting, the MTS Board approved adding to the MTS Legislative agenda advocating for city and/or county control of autonomous vehicle deployment. If the MTS Board recommends adoption of a resolution, a draft resolution can be found at Attachment A for its consideration.

TAC Recommendation 2(b) and 2(c): Protesting CPUC and DMV Permits

TAC recommends the MTS Board submit a formal protest to the CPUC regarding Waymo's Phase 1 Driverless Autonomous Vehicle Deployment Program Advice Letter and submit a formal protest to the DMV regarding Waymo's autonomous vehicle permit. TAC also approved a motion to similarly submit formal protests to the CPUC and DMV.

After the TAC Meeting, staff reached out to DMV and CPUC to further research what permits are being reviewed by the DMV and CPUC and what opportunities there are to submit a protest.

The DMV Autonomous Vehicles Branch establishes regulations governing autonomous vehicle testing and deployment, and issues permits to manufacturers that test and deploy autonomous vehicles on California public roads. When the DMV reviews applications of autonomous vehicle manufacturers to test or deploy autonomous vehicles, it is an administrative review process. No opportunity to provide written comments or submit a protest is offered to stakeholders or the public for pending applications or issued permits. The most recent action involving the DMV and Waymo occurred on November 21, 2025, at which time the DMV authorized Waymo to conduct driverless testing and deployment operations in multiple areas in California, including San Diego County.

It is staff's understanding that the next regulatory approval required before Waymo can begin operations in San Diego County is to submit a CPUC application to conduct commercial passenger service. Staff from the CPUC Autonomous Vehicle Passenger Service Program confirmed that they have not yet received an application from Waymo to conduct commercial passenger service. When an autonomous vehicle deployment or expansion application is submitted to the CPUC, the CPUC offers the opportunity for individuals or organizations to be a party to a proceeding and for the public to provide comment. MTS staff has asked to be included on CPUC's information lists to receive notice on any future autonomous vehicle passenger service applications.

If the MTS Board takes action to implement TAC Recommendation 2(b), further research would be required to understand how TAC and/or MTS could submit a formal protest, which may include hiring a consultant or outside counsel. Alternatively, if MTS Board finds that submitting a general public comment position letter may be appropriate, staff should be able to submit a public comment with available resources.

TAC Recommendation 2(d): Prohibiting Autonomous Vehicle Passenger Service at the San Diego International Airport

TAC recommends the MTS Board support prohibiting autonomous passenger vehicles from operating at San Diego International Airport in order to protect airport ground transportation workers and ensure public safety.

Further direction to staff may be needed on how to most appropriately support prohibiting autonomous vehicle passenger service at the airport. Potential options include submitting its position to the San Diego Regional Airport Authority or including this specific concern as part of any formal protest or general public comment to the CPUC in conjunction with TAC Recommendation 2(b).

Therefore, it is requested that the MTS Board of Directors review the TAC's motion regarding autonomous vehicle passenger services and provide direction on the Board's preferred position and course of action related to such services in the San Diego region, including the following potential actions:

1. Adopt Resolution 2026-01 (Attachment A); and/or
2. Authorize the CEO, or her designee(s), to participate in potential future proceedings at the CPUC or the DMV, if any, to communicate the Board's position statement or concerns regarding autonomous vehicle passenger services; and/or

3. Authorize the CEO, or her designee(s) to communicate the Board's position statement or concerns regarding autonomous vehicle passenger services at the San Diego International Airport; and/or
4. Provide direction to staff regarding an alternative course of action, or to take no action.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Resolution 2026-01

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Resolution No. 26-01

Resolution of the Board of Directors of the San Diego Metropolitan Transit System (MTS) Urging the California Legislature and Governor to Restore Local Control and the Right of Communities to Vote on Whether Autonomous Vehicle Passenger Service May Operate in their Jurisdictions

WHEREAS, the MTS Taxicab Advisory Committee is an advisory committee chaired by a MTS Board of Director and various stakeholders from the taxicab industry, including taxicab lease drivers and taxicab permit holders;

WHEREAS, on November 19, 2025, the MTS Taxicab Advisory Committee communicated their concerns with the impact that autonomous vehicle passenger service may have on their jobs and the vitality of the taxicab industry;

WHEREAS, the MTS Taxicab Advisory Committee recommended the Board of Directors of the MTS urge the California Legislature and Governor to restore local control and the right of communities to vote on whether autonomous vehicle passenger service may operate in their jurisdictions;

WHEREAS, the introduction of autonomous vehicle services has had safety and operational impacts in other cities that could negatively impact MTS operations and ridership, further undermining the agency's financial viability at a time when it is already facing significant fiscal challenges;

WHEREAS, the operation of autonomous vehicles without meaningful local regulation and oversight places an unfair burden on local governments and the region to manage traffic operations, public safety, and infrastructure impacts;

WHEREAS, the Board of Directors of the MTS support the MTS Taxicab Advisory Committee's recommendation; and

WHEREAS, the Board of Directors of MTS directs the Chief Executive Officer and/or its designee to work with the California Legislature and Governor to advocate providing cities and/or counties the authority to control the deployment of autonomous vehicles in their jurisdictions.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of MTS, hereby recommends and requests that the California Legislature and Governor restore local control and the right of communities to vote on whether autonomous vehicle passenger service may operate in their jurisdictions.

THEREFORE, BE IT RESOLVED, the Board of Directors recommends and requests that the San Diego County Regional Airport Authority prohibit autonomous vehicle passenger operations at San Diego International Airport to safeguard airport ground transportation workers, uphold public safety, and maintain orderly airport operations.

PASSED AND ADOPTED, by the Board of Directors this 15th day of January, 2026, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

General Counsel
San Diego Metropolitan Transit System



Metropolitan
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System

Item No. 13, 01/15/2026

Autonomous Vehicle Passenger Service

Board of Directors

Background

- Autonomous vehicle passenger service are self-driving vehicles that transport passengers without a human driver.
- Autonomous for-hire vehicle passenger services are regulated by California Department of Motor Vehicle (DMV) and California Public Utilities Commission (CPUC).
- Local regulation is preempted by the State's decision to exclusively regulate this field.

MTS For-Hire Vehicle Regulation

- MTS is authorized to regulate various areas of for-hire vehicle services that are not regulated exclusively by the CPUC. These areas are permitted to be regulated by local cities and counties. Under MTS's enabling legislation, MTS may enter into agreements with individual cities and the county in San Diego County jurisdictions to regulate for-hire vehicles, such as taxicabs, non-emergency medical vehicles, low-speed vehicles, charter vehicles and jitneys.
 - MTS has agreements with 10 cities in San Diego County to conduct for-hire vehicle regulation.

Waymo

- Last year, Waymo began testing its autonomous vehicles in the City of San Diego. Waymo recently announced that they will begin conducting passenger trips in the City of San Diego sometime in 2026.
- It is unclear how future operations by these autonomous for-hire vehicle passenger service companies may impact the local taxicab industry at this time, as staff has limited knowledge of Waymo's operation plans.

MTS Taxicab Advisory Committee (TAC)

- MTS TAC is an advisory committee comprised of various stakeholders from the taxicab industry, including taxicab lease drivers and taxicab permit holders and is chaired by MTS Board Member Elo-Rivera. TAC is responsible for providing feedback to MTS staff and/or MTS Board on taxicab related issues.
- In response to reports about Waymo's testing in the region and planned operations in 2026, at the November 19, 2025 TAC Meeting, an agenda item was included regarding autonomous vehicle passenger service.

TAC Motion

- That TAC:
 - Submit a formal protest to the CPUC regarding Waymo's Phase 1 Driverless Autonomous Vehicle Deployment Program Advice Letter for San Diego; and
 - Submit a formal protest to the DMV regarding Waymo's autonomous vehicle permit for San Diego.

TAC Motion to MTS Board

- That TAC recommend the MTS Board of Directors to:
 - Support a resolution urging the California Legislature and Governor to restore local control and the right of communities to vote on whether autonomous vehicles may operate in their jurisdictions;
 - Submit a formal protest to the CPUC regarding Waymo's Phase 1 Driverless Autonomous Vehicle Deployment Program Advice Letter;
 - Submit a formal protest to the DMV regarding Waymo's autonomous vehicle permit; and
 - Support prohibiting driverless vehicles from operating at San Diego International Airport, in order to protect airport ground transportation workers and ensure public safety.

Board to Review TAC's Motion

- Today's agenda item and proposed action is for the Board to receive a report on the TAC's concerns about autonomous vehicle passenger services, and to take action or provide direction to MTS staff concerning what position and what types of action the Board prefers to take in regards to autonomous vehicle passenger services in general and specifically as it relates to Waymo's potential operations in San Diego County.

TAC Recommends Adopting Resolution on Local Control

- TAC recommends the MTS Board support a resolution urging the California Legislature and Governor to restore local control and the right of communities to vote on whether autonomous vehicles may operate in their jurisdictions.
- At the December 18, 2025 Board of Directors Meeting, the MTS Board approved adding this to its legislative agenda.
- If the MTS Board recommends adoption of a resolution, a draft resolution can be found at Attachment A.

TAC Recommends Protesting Waymo's DMV Application

- DMV Autonomous Vehicles Branch establishes regulations for autonomous vehicle testing and deployment and issues permits to manufacturers that test and deploy autonomous vehicles.
- When DMV reviews applications to test or deploy autonomous vehicles, it is an administrative review process. No opportunity to provide written comments or submit a protest is offered for pending applications or issued permits.
- November 21, 2025, DMV authorized Waymo to conduct driverless testing and deployment operations in multiple areas in California, which included San Diego County.

TAC Recommends Protesting Waymo's CPUC Application

- CPUC establishes regulations and authorizes Drivered and Driverless Pilot and Deployment passenger service programs to provide pre-arranged transportation in autonomous vehicles.
- When an autonomous vehicle passenger service application is submitted, CPUC does offer the opportunity to become a party to the proceeding or provide public comment.
- Waymo has not yet applied to the CPUC.
- Outside counsel or consultant needed to research how to appropriately submit a formal protest to CPUC; or submit public comment letter using existing staff resources.

TAC Recommends Prohibiting Autonomous Vehicle Passenger Service at San Diego Airport

- TAC recommends the MTS Board support prohibiting autonomous passenger vehicles from operating at San Diego International Airport to protect airport ground transportation workers and ensure public safety.
- Potential options include submitting its position to the San Diego Regional Airport Authority or including this specific concern as part of any formal protest or general public comment to the CPUC in conjunction with TAC Recommendation 2(b).

Staff Recommendation

- That the MTS Board of Directors review TAC's motion regarding autonomous vehicle passenger service and provide direction on the Board's preferred position and course of action related to such services in the San Diego region, including the following potential actions:
 - Adopt Resolution 2026-01 (Attachment A); and/or
 - Authorize the CEO, or her designee(s), to participate in potential future proceedings at the CPUC or the DMV, if any, to communicate the Board's position statement or concerns regarding autonomous vehicle passenger services; and/or
 - Authorize the CEO, or her designee(s) to communicate the Board's position statement or concerns regarding autonomous vehicle passenger services at the San Diego International Airport; and/or
 - Provide direction to staff regarding an alternative course of action, or to take no action



**Metropolitan
Transit
System**

Agenda Item No. 14

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

January 15, 2026

SUBJECT:

Project Labor Agreement (PLA) Monitoring (Samantha Leslie and Katie Rich, The Solis Group)

INFORMATIONAL ONLY

Budget Impact

None with this item.

DISCUSSION:

Per MTS Board Policy No. 66 (Project Labor Agreements) adopted on October 14, 2021, the MTS Board of Directors directed staff to implement a PLA on its large construction projects. A PLA is an agreement between a public agency planning to authorize and fund a construction project and the unions that represent the pools of skilled labor that are needed for that project. A PLA spells out the specific terms and conditions that govern the employment of labor on a project for the duration of the project. On December 14, 2023, the MTS Board of Directors authorized the execution of the negotiated PLA with the San Diego County Building and Construction Trades Council. To review the executed PLA, visit:
<https://www.sdmts.com/business-center/procurement/project-labor-agreement>.

A report will be provided regarding the implementation of MTS's PLA thus far, as well as upcoming PLA projects. The report will be provided by MTS's contractor, The Solis Group, a Women Owned Business Enterprise (WBE), a Minority Owned Business Enterprise (MBE), and a Small Business (SB), responsible for monitoring and reviewing compliance of MTS's PLA.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

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San Diego 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 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. MTS is also the For-Hire Vehicle administrator for multiple cities in San Diego County.





**Metropolitan
Transit
System**

Item No. 14, 01/15/2026

Project Labor Agreement

Board of Directors

PROJECT LABOR AGREEMENT (PLA)

- A pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project.
- MTS Board Approved PLA on 12/14/2023; signed PLA on 3/21/2024
- Currently implementing:
 - PLAs on new construction projects estimated over \$1mil; and new Job-Order Contracting Master Agreements for work orders over \$1mil
- Not yet implementing:
 - Certain work under new solicitations for closed-circuit television (CCTV) equipment installation services and architectural&engineering (A&E) master agreements
- Many benefits
 - Local (zip codes within MTS's service area) hiring goal of 40%; DBE and SB subcontractors; limits project disruptions

MTS ROLES & RESPONSIBILITIES

Construction Project Solicitations:

Responsible for developing independent cost estimate, scope of work, and posting the construction solicitation. Aim is to increase the notice of construction solicitations to ensure sufficient number of competitive bids, which includes: posting on PlanetBids's, broadcasting notice of the bid to other local public agency's PlanetBids registered firm lists, notice in the newspaper, sending email blasts to small businesses and other certified firms that perform that type of work and request they register on MTS's PlanetBids side to review the solicitation.

Small Business Outreach:

MTS also attends small business outreach events throughout the year to get the word out about MTS's upcoming contracting opportunities.

Web:

MTS also has a dedicated webpage with a copy of the PLA and FAQ handout for contractors.

TSG ROLES & RESPONSIBILITIES

Pre-Bid Meeting: First opportunity to answer any questions and get the word out.

Pre-Con Meeting: First opportunity to meet with contractor(s) post-award, and communicate; Prevailing wage requirements/PLA requirements; Document submittal schedule; Site interview notice

Pre-JOB Meeting: Schedule and oversee scope assignments to Local Unions.

During Construction: Collect, Track, Audit

Communication to MTS: Issue Delinquent Document Requests; Send out monthly reports on the 15th of the month for the previous month.

Labor Relations: Contacts with unions – mediating disputes and grievances

Project Close Out

2025 MTS PLA PROJECTS

- **PWL403.0-24 America Plaza Enhancements - ONGOING**
- **PWL409.0-25 Orange Line (OL) Phase 1 Construction - ONGOING**
- **PWB411.0-25 Imperial Avenue Division Zero Emission Bus Overhead Charging Phase 1 - ONGOING**
- **PWL433.0-25 Trolley Track Improvements - ONGOING**
- **PWL439.0-25 Beyer Blvd Slope Improvements – WORK NOT STARTED**
- **PWB437.0-25 - South Bay Maintenance Facility Zero Emission Bus Backup – WORK NOT STARTED**
- **PWL424.0-25 69th Street Repairs – COMPLETED**

PWL403.0-24 America Plaza Enhancements

Ongoing

Improvement of the pedestrian circulation between stations via an elevated cross walk, on new pedestrian cross walk, better wayfinding signage and safe and intuitive links. As well as activating the area with urban design amenities to create a welcoming human-scale public space that is sensitive to the surrounding built environment and climate.

Period of performance: June 2025 – ongoing.

First PLA for Prime contractor and several subs, so extra effort put forth with educating and walking contractors through the process.

Awarded to Prime contractor, **De La Fuente Construction**, in the amount of \$5,609,740.32

Subs:

- ABC Resource (CA certified SB) - Signing and Striping Improvements
- Calburton (CA certified SB(Micro), SB-PW) - Utility line Designation
- First Class Electric (CA certified SB(micro), SB-PW) - Site Electrical
- Golden Triangle (CA certified VOSB, SDVOSB, SM(Micro)) - Mark Demolition Limits
- HMS Construction - Traffic Signals, Street Lighting, and Communications
- Marina Landscape - Planting and Irrigation
- MTGL, Inc. - Testing & Inspections
- Pavement Recycling - Cold Mill AC
- QSB (CA certified SB(Micro), VOSB, SDVOSB) - Concrete Curbs, Gutters, and Sidewalks
- Stanford Sign – Signage

PWL403.0-24 America Plaza Enhancements

Local & Non-Local Stats

JOURNEYMEN

Journeyman Local Worker Hours	Journeyman Non-Local Worker Hours	Journeyman Local Worker %	Journeyman Non-Local Worker %	TOTAL Hours
2,467.43	173.00	93.45%	6.55%	2,640.43

APPRENTICE

Apprentice Local Worker Hours	Apprentice Non- Local Worker Hours	Apprentice Local Worker %	Apprentice Non-Local %	TOTAL Hours
33.50	20.50	62.04%	37.96%	54.00

TOTALS

Local Worker Hours	Non-Local Hours	Local Worker %	Non-Local Worker %	TOTAL Hours
2,500.93	193.50	92.82%	7.18%	2,694.43

PWL403.0-24 America Plaza Enhancements

Zip Code Headcount

Zip Code	City	Head Count	Total Hours
91911	Chula Vista	2	96
91913	Chula Vista	1	66
91916	Descano	2	10.5
91917	Deluza	1	61
91932	Imperial Beach	1	8
91941	La Mesa	1	117
91950	National City	3	295.92
91963	Portero	1	72
92064	Poway	1	33.5
92111	SD, Linda Vista	1	30.5
92114	SD, Encanto	1	32
92154	SD, Otay Mesa	3	1166.34
92173	SD, San Ysidro	3	239.17

PWL409.0-25 Orange Line (OL) Phase 1 Ongoing

The MTS Orange Line Improvement Project will improve the Orange Line between the 32nd & Commercial Street Station and the Massachusetts Trolley Station, increasing reliability, enhancing safety, and improving operational efficiencies.

Period of performance: May 2025 – May 2027

Awarded to Prime contractor, **Stacy and Witbeck**, in the amount of \$26,890,732.50

Subs:

- Ace Fence (CA certified SB (Micro), SB-PW) – Fencing & Handrails
- Badger Daylighting – Potholing
- Cable Leak & Protection – Utilities Location
- CL Survey (CA certified SB(Micro), SB-PW) – Survey
- Crest Trucking – Trucking & Disposal
- Curtis Drilling – Drilling
- HC Enterprise – Equipment Mobs
- HMS Construction – OCS & Fiber Mods
- Lazer West (CA certified SB (Micro)) – Track Tramping
- Merli Pumping – Concrete Pumping
- Penhall – Saw Cutting
- The Quality Firm (CA certified SB, SB-PW) – Quality Control

PWL409.0-25 Orange Line Local & Non-Local Stats

JOURNEYMEN

Journeyman Local Worker Hours	Journeyman Non-Local Worker Hours	Journeyman Local Worker %	Journeyman Non-Local Worker %	TOTAL Hours
2,467.43	173.00	93.45%	6.55%	2,640.43

APPRENTICE

Journeyman Local Worker Hours	Journeyman Non-Local Worker Hours	Journeyman Local Worker %	Journeyman Non-Local Worker %	TOTAL Hours
2,467.43	173.00	93.45%	6.55%	2,640.43

TOTALS

Journeyman Local Worker Hours	Journeyman Non-Local Worker Hours	Journeyman Local Worker %	Journeyman Non-Local Worker %	TOTAL Hours
2,467.43	173.00	93.45%	6.55%	2,640.43

PWL409.0-25 Orange Line Zip Code Headcount

Zip Code	City	Headcount	TOTAL Hours
91901	Alpine	1	67.5
91902	Bonita	1	162
91910	Chula Vista	1	170
92025	Escondido	1	206
92065	Ramona	1	222

PWB411.0-25 – Imperial Avenue Division Zero Emission Bus Overhead Charging Phase 1 - Ongoing

Installation of overhead steel structure and chargers for 24 zero emission buses at the Imperial Avenue Division.

Period of performance:
August 2025 –
February 2026

Awarded to Prime contractor, **Precision Electric**, in the amount of \$24,648,797.74

Subs:

- Ashbury Steel – Structural Steel
- Bragg Crane – Crane Operators
- Cable Pipe & Leak (CA certified SB) – Utility Location
- Cement Cutting (CA certified SB-PW, SB) – Excavation
- EC Constructors (CA certified SB-PW) – General Labor
- F.J. Willert - Excavation
- JDS Plumbing – Site Utilities & Plumbing
- Keller North – Drilled Shafts
- Mark Thomas & Associates (CA certified SB) – Electrical Acceptance Testing
- Psomas – Survey
- Quality Rebar (CA certified WBE) – Reinforcing Steel
- RAP – AC Paving
- Team C Construction (CA certified SB) – Form Setting
- Vasquez Construction (CA certified SB) – Paint

PWB411.0-25 – Imperial Avenue Division Zero Emission Bus Overhead Local & Non-Local Stats

JOURNEYMEN

Journeyman Local Worker Hours	Journeyman Non-Local Worker Hours	Journeyman Local Worker %	Journeyman Non-Local Worker %	TOTAL Hours
623.50	16.00	97.50%	2.50%	639.50

APPRENTICE

Apprentice Local Worker Hours	Apprentice Non- Local Worker Hours	Apprentice Local Worker %	Apprentice Non-Local %	TOTAL Hours
69.00	21.00	76.67%	23.33%	90.00

TOTALS

Local Worker Hours	Non-Local Hours	Local Worker %	Non-Local Worker %	TOTAL Hours
692.50	37.00	94.93%	5.07%	729.50

PWB411.0-25 – Imperial Avenue Division Zero Emission Bus Overhead Zip Code Headcount

Zip Code	City	Headcount	TOTAL Hours
91911	Chula Vista	1	32
91916	Descano	1	21
91935	Jamul	1	12
91942	La Mesa	1	38
92019	El Cajon	2	21.5
92020	El Cajon	1	32
92025	Escondido	1	4
92040	Lakeside	3	84
92065	Ramona	4	28
92114	SD, Encanto	1	62
92126	SD, Mira Mesa	1	24
92154	SD, Otay Mesa	1	26
92173	SD, San Ysidro	2	48

PWL433.0-25 Trolley Track Improvements - Ongoing

Ongoing Trolley Track maintenance and repair.

Period of performance:
October 2025 – July 2026

Project has just started, and local hire data will be provided at next year's board presentation.

Awarded to Prime contractor, **DRS Contracting**, in the amount of \$5,975,008.88

Subs:

- Cable Pipe & Leak Detection Inc. (CA certified SB) – Utility Location
- Connor Concrete Coring – Saw Cutting
- Hudson Rentals – Traffic Control
- Lazer West (CA certified SB (Micro)) – Surface, Line & Dress Tracks

PWL424.0-25 - 69th Street Repairs COMPLETED

Track and subgrade repairs at 69th Street Grade Crossing.

Period of performance:
January 2025

Emergency track repair contract with all work being performed over a weekend.

Awarded to Prime contractor, **Stacy and Witbeck**, in the amount of \$1,326,300.00

Subs:

- Advanced Railway – Structural Steel
- Badger Daylighting – Potholing
- Cable Pipe & Leak (CA certified SB) – Utility Location
- Crest Trucking – Trucking & Disposal
- Lazer West (CA certified SB (Micro)) – Surface, Line & Dress Tracks
- Merli Pumping – Concrete Pumping
- Penhall – Saw Cutting
- Romero General Construction Corp (CA certified SB-PW) – Asphalt Paving & Flatwork
- Synergy – Electrical Acceptance Testing
- The Quality Firm (CA certified SB, SB-PW) – Quality Control

PWL424.0-25 - 69th Street Repairs

Local & Non-Local Stats

JOURNEYMEN

Journeyman Local Worker Hours	Journeyman Non-Local Worker Hours	Journeyman Local Worker %	Journeyman Non-Local Worker %	TOTAL Hours
72.50	173.50	29.47%	70.53%	246.00

APPRENTICE

Apprentice Local Worker Hours	Apprentice Non- Local Worker Hours	Apprentice Local Worker %	Apprentice Non-Local %	TOTAL Hours
22.00	0.00	100.00%	0.00%	22.00

TOTALS

Local Worker Hours	Non-Local Hours	Local Worker %	Non-Local Worker %	TOTAL Hours
94.50	173.50	35.26%	64.74%	268.00

PWL424.0-25 - 69th Street Repairs

Zip Code Headcount

Zip Code	City	Headcount	TOTAL Hours
91901	Alpine	1	6
91910	Chula Vista	1	12
91977	Spring Valley	1	10
92019	El Cajon	1	5
92071	Santee	1	20.5
92083	Vista	1	10
92115	SD, College Grove	1	4
92117	SD, Clairemont	3	11
92124	SD, Tierrasanta	4	5

FUTURE PLA PROJECTS

Upcoming Construction Procurement

- Orange Line Improvements Phase 2 (\$53-56 Million)
- Traction Power Substation Construction (\$4-6 Million)
- Downtown Parallel Feeders (\$12-15 Million)

Upcoming Design Build Procurement

- Grossmont Trolley Station Elevator Modernization (Independent Cost Estimate (ICE) pending)

Upcoming Non-Construction Procurement (PLA applied on applicable work orders)

- Closed Circuit Television (CCTV) Maintenance Services (ICE pending)
- Architectural and Engineering (A&E) and Construction Management (CM) Services (ICE pending)

FUTURE EFFORTS

Efforts to Maximize Local Hiring

- Mandatory Pre-Job Conference for all bid packages to discuss PLA and hiring goals.
- Targeted contacts with contractors to discuss upcoming work and compliance status.
- Verification of local hiring efforts made; request forms, records of workers interviewed and hired.
- Introductions of contractors to resources such as Helmets to Hardhats and pre-apprenticeship programs
- Continued contractor outreach – monitoring upcoming candidate referrals from partner agencies (pre-apprenticeship programs)

Questions/Comments



**Metropolitan
Transit
System**

Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

January 15, 2026

SUBJECT:

Grants Administration Report (Julia Tuer and Kena Teon)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

The San Diego Metropolitan Transit System (MTS) Grants Team manages all federal and state programs for both formula and competitive grants. These grant opportunities assist in funding portions of MTS's operating and capital budgets. Staff will provide a report on all grant administration activities over the past year.

/s/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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





**Metropolitan
Transit
System**

Item No. 15, 01/15/2026

Grants Administration Report

Board of Directors



Team Structure

The grants team is a cross-functional team comprised of two departments, Government Affairs and Finance that work together closely to secure complex funding opportunities.

Julia Tuer, Manager of Government Affairs
Manages overall grant administration process

Eric Cheng, TAM Manager
Manages overall CIP process and provides financial oversight of the grant process

Kena Teon,
Grants Administrator

Vanessa Slifer,
Grants Analyst

Etta Bowman,
Financial Analyst

Grants Administration Report

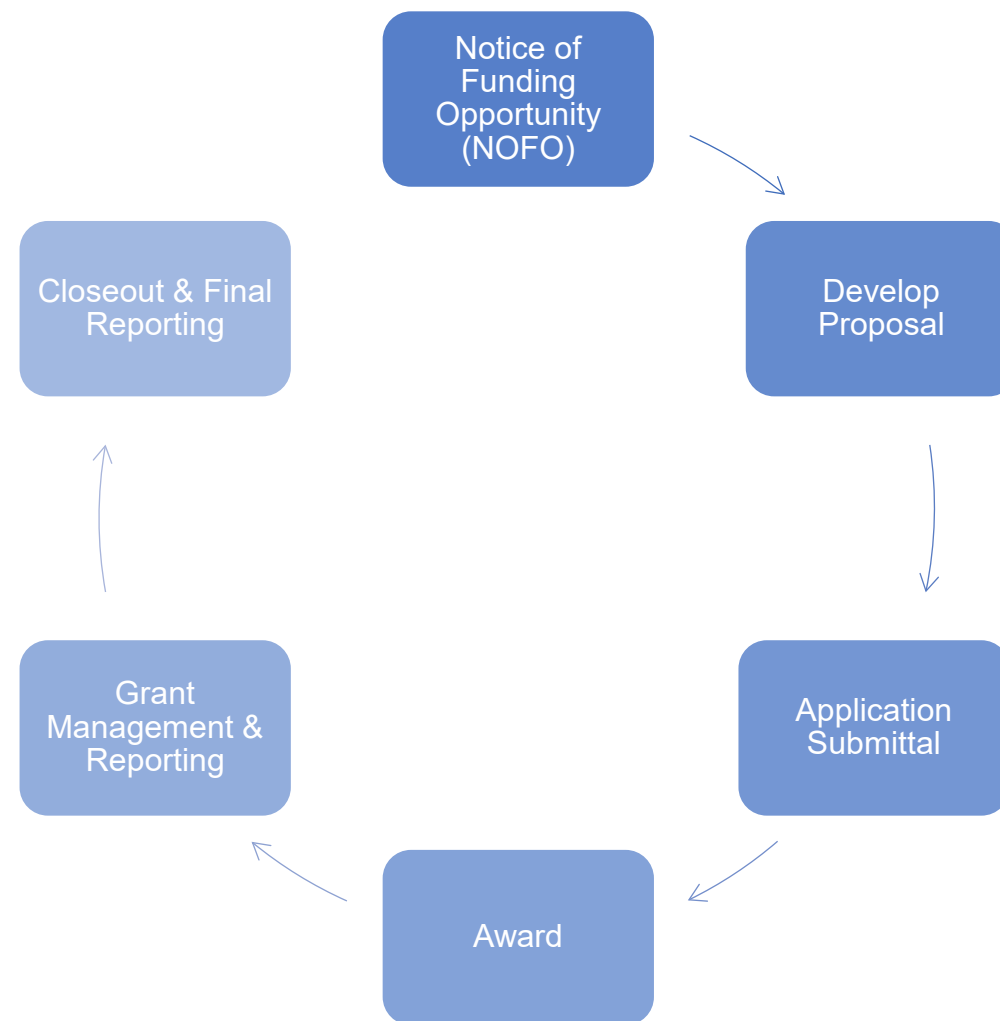
- Administration of Grants
- Regional support and collaboration
- Type of Grants
 - Formula
 - Competitive
- Partnerships
- Audits



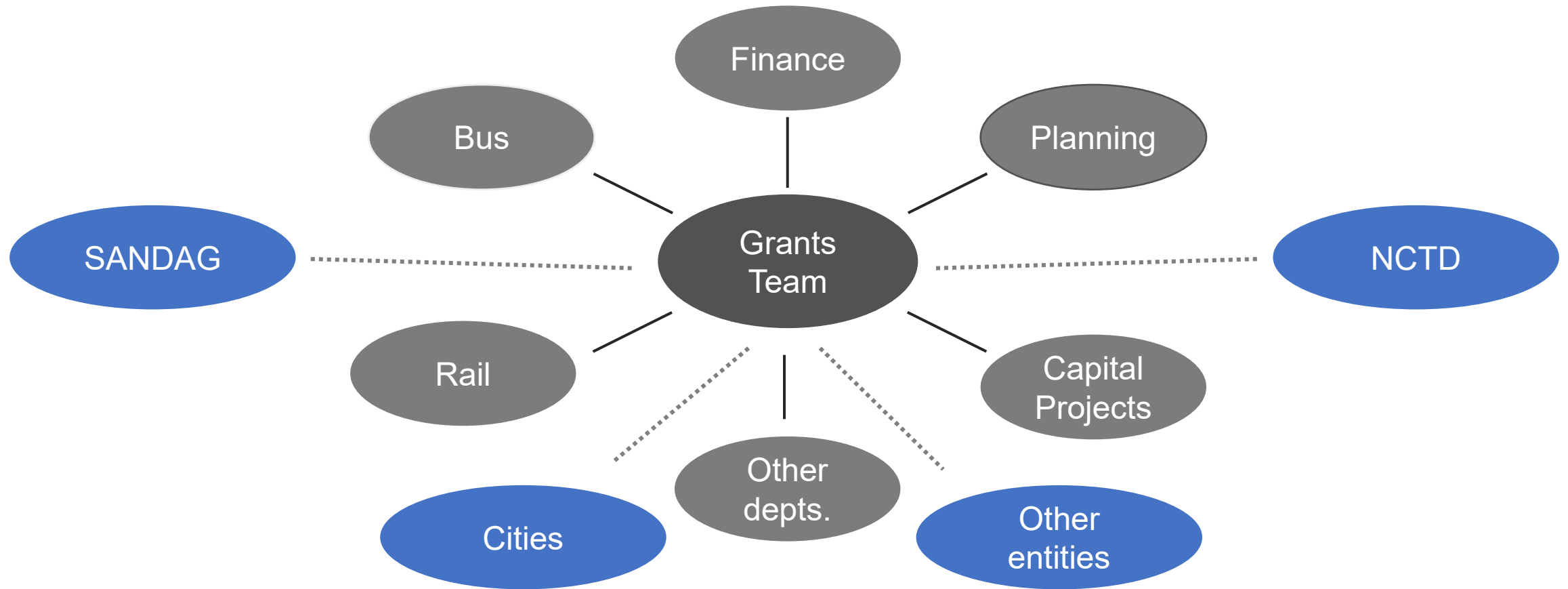
Administration of Grants

The team currently manages 30+ open/active grants and is responsible for:

- NOFO Research
- Staff Communications
- Proposals & Developments
- Submissions
- Implementation
- Project Management and Support
- Financial Tasks and Responsibilities
- Reporting & Compliance Management



Regional Support & Collaboration



Types of Grants: Formula and Competitive

Formula

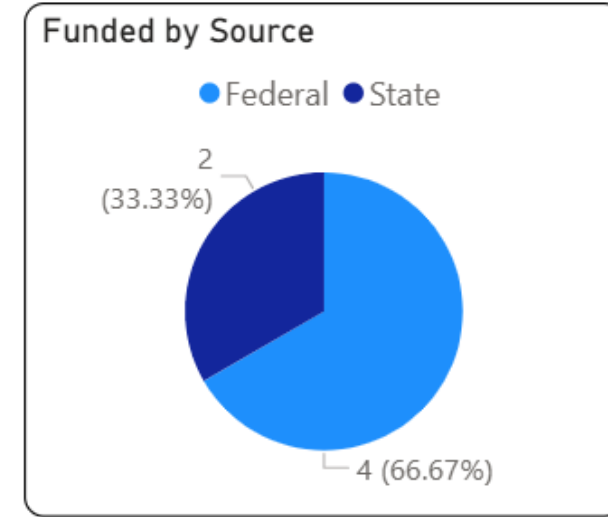
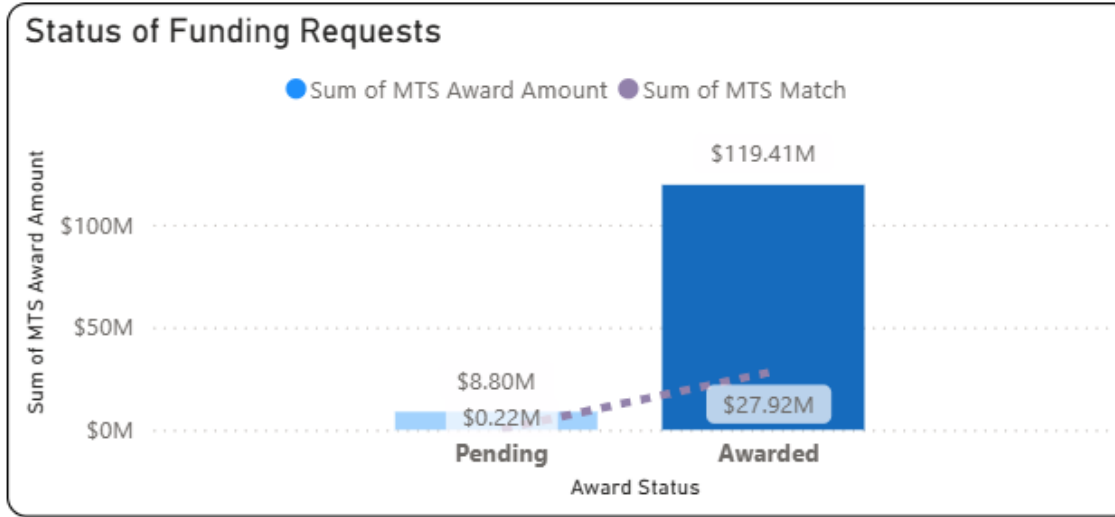
- Annual funds allocated to MTS
 - Does not rely on a competitive process
 - Separate process from one-time direct funding sources (e.g., CARES Act, ARP, SB 125, etc.)
- Primarily used for preventive maintenance and capital projects
- Reimbursement type varies

Competitive/Discretionary

- Awarded through a competitive application process (recipients are not pre-determined)
- Unique performance goals, criteria, and timeframes must be met under competitive opportunities
- Paid on a reimbursement basis

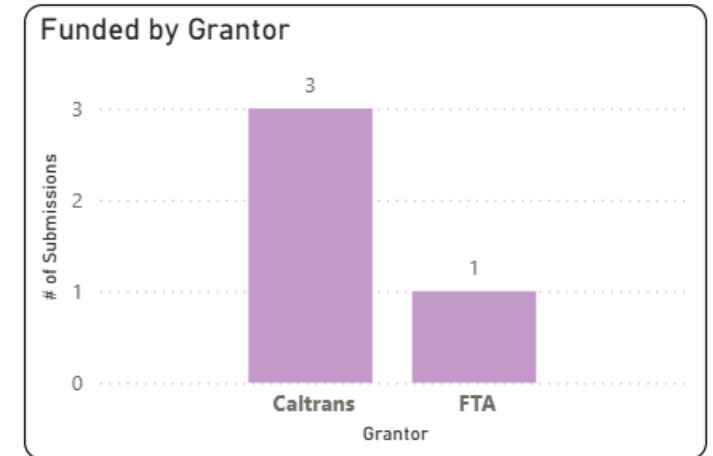
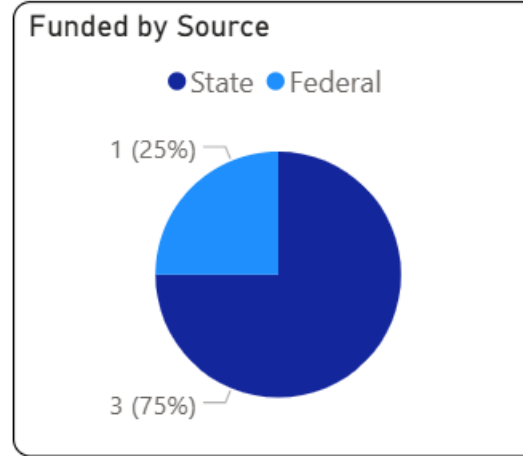
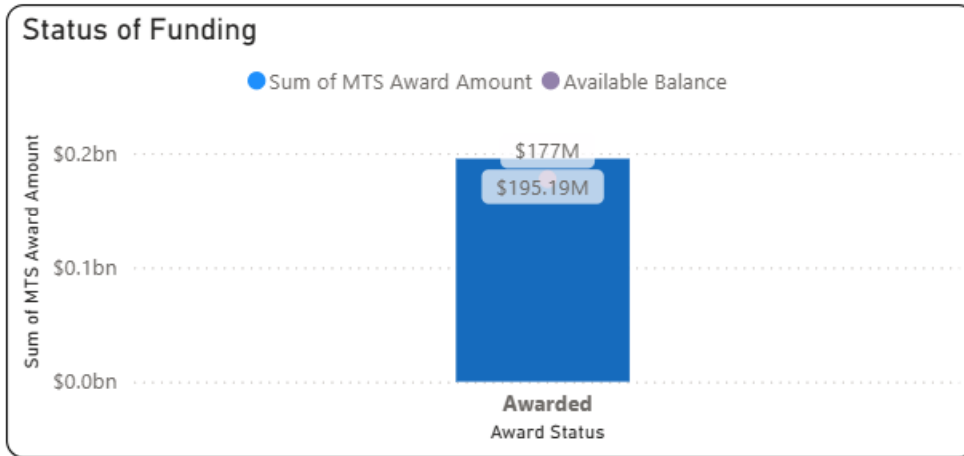
Note: Federal Surface Transportation Reauthorization (IIJA aka BIL) set to expire Sept. 30, 2026. Congress to negotiate new reauthorization for federal funding and policies for transit and other surface transportation programs.

Formula Grant Summary



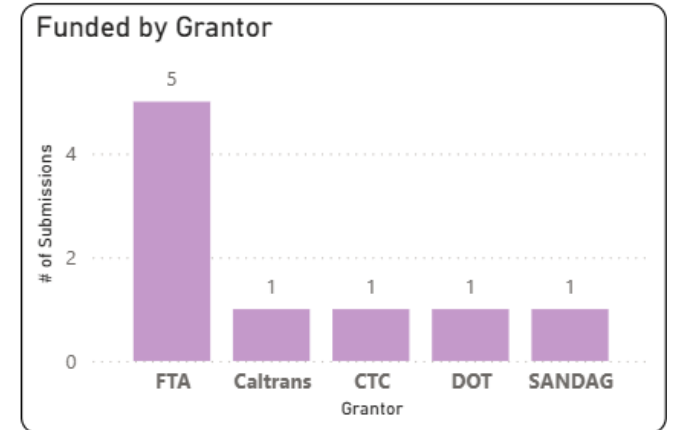
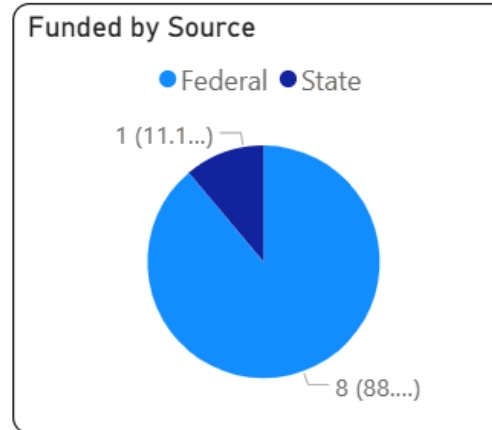
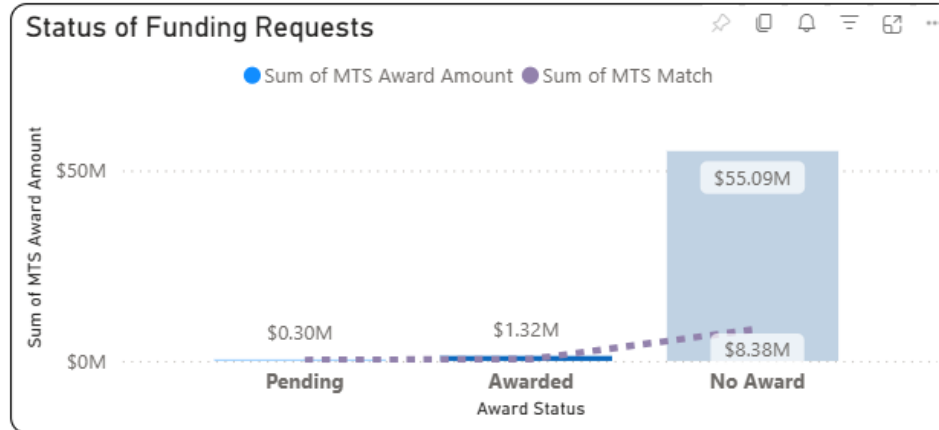
Grantor	Cycle	Program	Project Name	Award Status	MTS Award Amount	MTS Match	Total Application Amount
FTA	FFY24	Section 5307 Urbanized Area	Bus PM, ADA Ops, 40' and 60' CNG Bus Procurement	Awarded	\$62,685,434	\$15,188,913	\$77,874,347
FTA	FFY24	Section 5339 (a) Bus and Bus Facilities Formula	40' CNG Bus Procurement (FY25, qty 7)	Awarded	\$4,227,462	\$1,056,866	\$5,284,328
Caltrans	FY24-25	SB1 State of Good Repair (SGR)	FY26 Bus Procurement	Awarded	\$5,815,604	\$0	\$5,815,604
FTA	FFY24	Section 5337 Rail State of Good Repair	Rail Preventive Maintenance and 5 Rail Projects	Awarded	\$46,677,278	\$11,669,320	\$58,346,598
Caltrans	FY24-25	Low Carbon Transit Operations Program (LCTOP)	Future BEB Procurements	Pending	\$8,527,008	\$0	\$8,527,008
Caltrans	FFY2025	Section 5311 Rural Operations Assistance	Operating and Payroll Assistance	Pending	\$273,099	\$220,483	\$493,582
					\$128,205,885	\$28,135,581	\$156,341,466

Stimulus / SB 125 Summary



Grantor	Cycle	Program	Project Name	MTS Award Amount	Remaining Balance
FTA	2020	Coronavirus Aid, Relief, and Economic Security (CARES) Act Stimulus	5307 Operating Assistance	\$219,987,291	\$0
Caltrans	Cycle 1	SB 125 Transit Program - TIRCP Formula	TIRCP \$92,515,843 - Operations TIRCP \$26,000,000 - Capital	\$118,515,843	\$100,642,973
Caltrans	Cycle 2	SB 125 Transit Program - TIRCP Formula	TIRCP Y2 \$59,407,162 - Operations	\$59,407,162	\$59,407,162
Caltrans	Cycle 1	SB 125 Transit Program - ZETCP	ZETCP \$8,000,976 - Capital ZETCP \$9,264,288 - Capital	\$17,265,264	\$17,265,264
				\$415,175,560	\$177,315,399

Competitive Grant Summary



Submittal Date	Grantor	Cycle	Program	Project Name	Award Status	MTS Award Amount	MTS Match	Total Application Amount
2024-11	FTA	FFY24	Rebuilding American Infrastructure with Sustainability and Equity (RAISE)	Clean Transit Advancement Campus (CTAC)	No Award	\$25,000,000	\$5,000,000	\$30,000,000
2024-10	SANDAG	Cycle 13	Specialized Transportation Grant Program (STGP) Cycle 13 Grant Application	FY25 ADA Bus Procurement (Qty 8 Request)	Awarded	\$848,861	\$414,363	\$1,263,224
2024-07	FTA	FFY24	Strengthening Mobility and Revolutionizing Transportation (SMART)	MTS Bus Eliminating Passenger Pass-Ups Demonstration Project	No Award	\$350,000	\$0	\$350,000
2024-10	CTC	2024	Solutions for Congested Corridors Programs (SCCP)	MTS FY28 BEB Procurement: 25 Buses	No Award	\$28,800,000	\$3,200,000	\$32,000,000
2025-01	FTA	24-25	Sustainable Transportation Planning Grant (STPG) Program	MTS Transit Amenities Study	No Award	\$442,650	\$57,350	\$500,000
2025-06	Caltrans	FFY2025	Section 5311 (f) Intercity Bus Program	Operating and Payroll Assistance	Pending	\$300,000	\$242,202	\$542,202
2024-09	DOT	FY24	Reconnecting Communities Pilot Grant Program (RCP)	Otay Mesa East Transit Planning Study	No Award	\$500,000	\$125,000	\$625,000
2025-01	FTA	24-25	Sustainable Transportation Planning Grant (STPG) Program	Otay Mesa East Transit Planning Study	Awarded	\$442,650	\$57,350	\$500,000
2024-08	FTA	2024	Operation Lifesaver Competitive Rail Transit Safety Education Grants	Rail Safety & Transit Enforcement Educational Projects	Awarded	\$29,917	\$10,105	\$40,022
Total						\$56,714,078	\$9,106,370	\$65,820,448



Competitive Funding Challenges

- Programs are massively oversubscribed compared to amount of funding available
- California is one of the most competitive states due to size and amount of high priority projects and transit agencies
- FTA Low or No Emission Program/Buses & Bus Facilities Program
 - \$1.5 billion available
 - Last round: 500 applications submitted totaling \$9 billion in requests, only 117 applications awarded
- DOT RAISE/BUILD Program
 - \$1.5 billion available
 - Last round: 1,048 application submitted, only 148 applications awarded



Operation Lifesaver Program

- **Award Amount:** \$30,000
- **Projects funded:**
 - Rail Safety Education
 - Transit Enforcement Education
- **Project Start Date:** October 2024
- **Project End Date:** September 2025





Clean California Local Grant Program

- **Award Amount:** \$1M
- **Project Funded:** Installation of station/right-of-way murals and trash/recycling receptacles
- **Project Start Date:** February 2024
- **Project End Date:** December 2024





Transit and Intercity Rail Capital Program – Cycle 5

- **Award Amount:** \$1.4M
- **Project Funded:** Orange Line VMS
- **Project Start Date:** May 2024
- **Project End Date:** May 2025

Specialized Transportation Grant Program – Cycle 11

- **Award Amount:** \$600,000
- **Project Funded:** Purchase of 7 Paratransit Buses for Access Services



Strategic Partnerships

- Affordable Housing and Sustainable Communities (AHSC) Program
 - Round 1 (2016): Cornerstone Place (El Cajon): Awarded
 - Round 3 (2018): Keeler Court in Southcrest (San Diego): Awarded
 - Round 5 (2020): Southwest, Grantville, Mt Etna (San Diego): No Award
 - Round 6 (2022): Mt Etna (San Diego): No Award
 - Round 7 (2023): Riverwalk/Wakeland Development (San Diego): Awarded
 - Round 8 (2024): Alvarado Creek, Beyer – Casa Familiar (San Diego): Awarded
 - Round 9 (2025): Beyer, 73rd, Saint Vincent de Paul (San Diego): Pending
- Public Benefit Organizations:
 - Casa Familiar - Beyer Pathway Beautification Project : Clean CA Local Grant Program
 - San Diego Foundation & Environmental Health Coalition - Rooted in Comunidad, Cultivating Equity (RICCE) Project: Transformative Climate Communities Grant Program

Compliance Audits

Transit held to high standards for safety, performance and cost efficiency. MTS is audited by Federal and State agencies to ensure proper use of funds via yearly or triennial audits:

- **CARES Funding Audit-** Completed September 2025
 - Focus of audit: Allowable Costs and Invoices
 - No findings in previous years
- **Transportation Development Act Triennial Audit** – Completed August 2025
 - Focus of audit: 2022 – 2025 compliance
 - Auditors reviewed 27 different compliance categories for the entire agency
- **Federal Transit Administration Triennial Audit** – Completed June 2025 – Zero Findings
 - Focus of audit: 2022 – 2025 compliance
 - Auditors reviewed 23 different compliance categories for the entire agency
 - E.g., Legal, DBE, Title VI, EEO, Drug and Alcohol programs, Technical Capacities and Award Management, Procurement, Maintenance, Safety
- **Transit and Intercity Rail Capital Program** – Completed May 2025
 - Focus of audit: 2015 and 2018 cycle awards

Questions/Comments



Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

January 15, 2026

SUBJECT:

Fiscal Year 2025 Annual Operating Reports (Brian Riley and Devin Braun)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

Staff from the Rail and Bus Operating Divisions will provide a comprehensive summary of Fiscal Year 2025 service performance. The presentation will highlight key operational and service outcomes achieved during the year, including updates on safety initiatives, services, capital improvement projects, special events, and other notable accomplishments.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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



Fiscal Year 2025 Annual Operating Reports

Board of Directors

MTS Bus Fiscal Year 2025 Year End Report

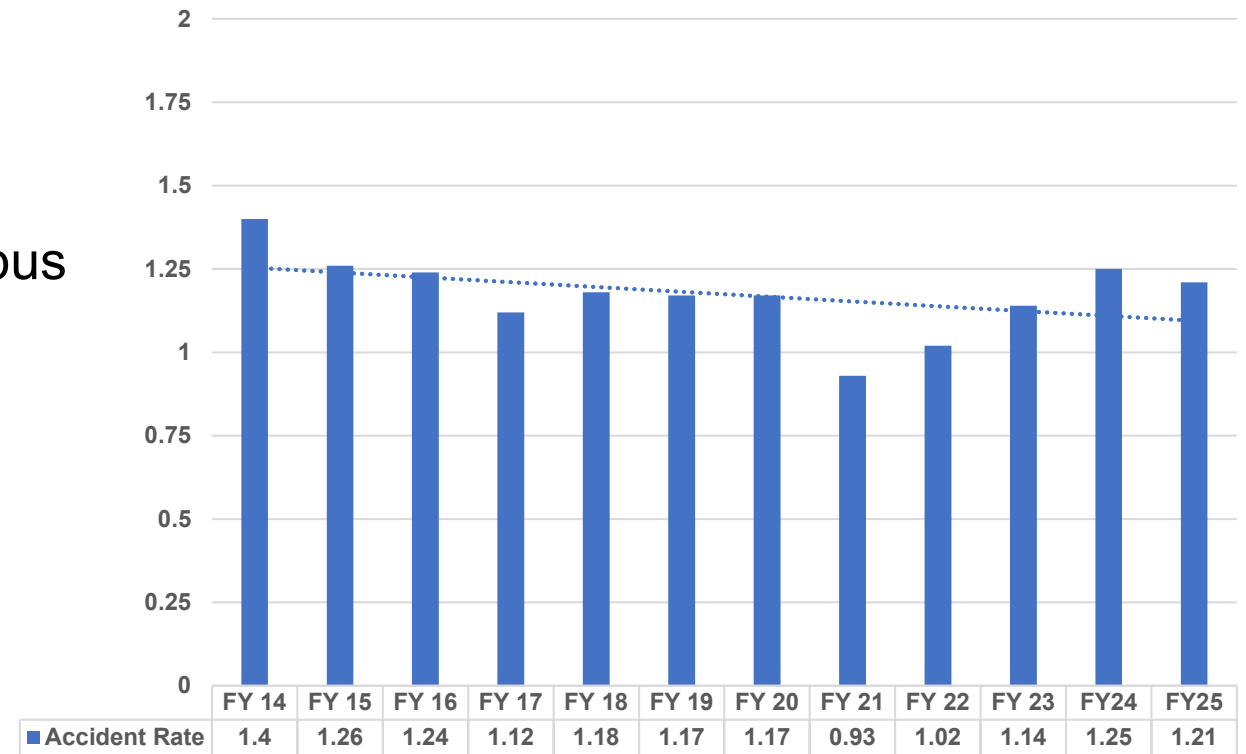
Transit Safety

Safety First: Every Trip, Every Day

- Improvement in accident rate in FY25
- Successfully completed CHP inspections at bus divisions
 - No out-of-services buses
- Refreshed the Think FAST Safety campaign



Combined Fixed Route Preventable Accident Rate Per 100K



In-House Operations

- Reached full bus operator staffing levels in FY25 (500)
- Added cup holders to newly purchased buses
- Held several "Bites with the Boss" events (popsicles, bagels, barbecue) for employee morale.
- Constructed new gym for bus operators and employees at Imperial Avenue Division



Contracted Services and Passenger Facilities

- Successfully concluded the Bus on Shoulder (BOS) pilot project
- Installed first solar lighting bus stop topper (43rd and El Cajon Blvd)
- Launched overnight bus service (Route 910)



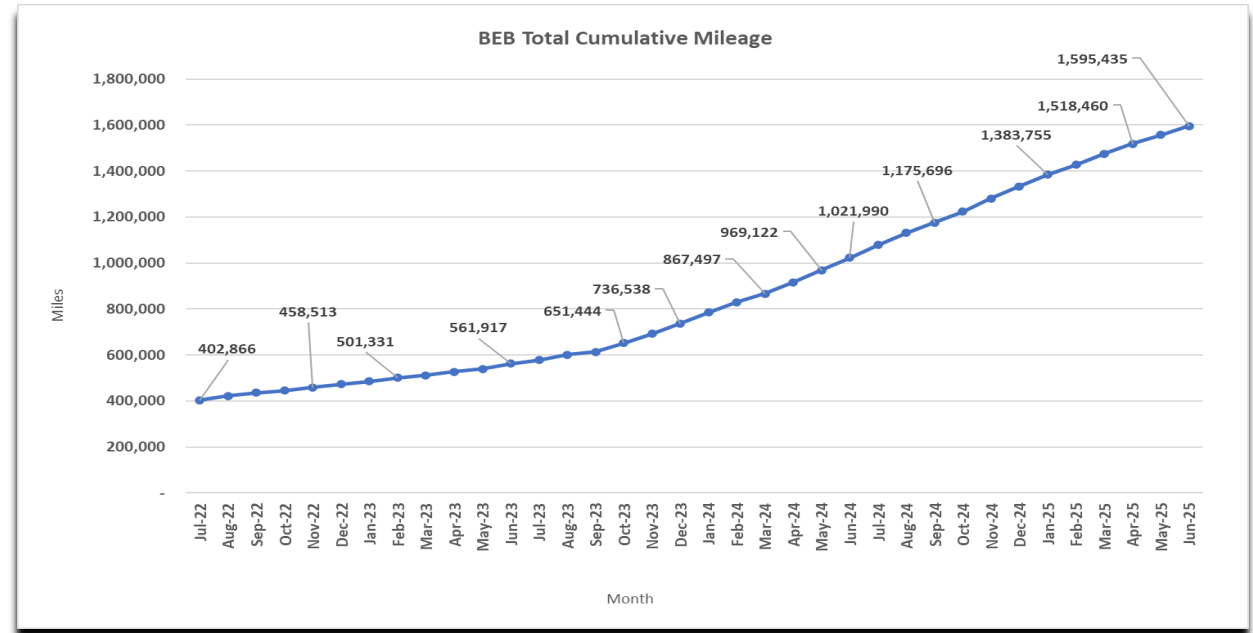
Capital Projects

- Built new fenced in area for rural route buses in Campo, CA
- Completed the install of new bus hoist at the Kearny Mesa Division (KMD)
- Remodeled bathrooms
 - Service lanes, KMD shop, admin building
- Commenced construction at Imperial Ave Division (IAD) for the ZEB charging infrastructure.
- Installed new HVAC units at KMD
- El Cajon Maintenance Division Bird Netting project completed



ZEB Transition

- 1.6 Million BEB miles through the end of FY25
 - 1.7 million as of October 2025
- Received 13 40ft New Flyer Battery Electric Buses (BEB)
- BEB Charging
 - KMD Overhead Charging Phase design for 38 charging positions completed
 - Non-Revenue Vehicle charging design for 12 charging positions at IAD with 6 dual plug-in Level II chargers (30% design)
 - EC ZEB Master Planning completed BEB charging in 3 phases for 78 total charging positions



ZEB Transition Continued

- BEB Fire and Life Safety Plan kicked off
 - Review of existing fire detection and suppression systems in place at all divisions and to determine if up to industry or code standards specifically related to ZEB thermal events
- Received two Ford E-Paratransit vans with chargers
- ZEB Transition Plan update
 - Updated cost figures for cost of ownership out until 2040
 - Total cost of ownership estimated to be approximately \$833 Million



Fleet Highlights

- Mean distance between failures improved slightly from FY24 to FY25 (in-house)
- Received and placed (5) 60ft CNG buses into service.
- Ordered and completed pre-production for (38) 40' CNG and (13) 40' BEB (in service now)
- Migrated to the new Luminator Mset camera system with live view on most in-house buses.
 - Provides streamlined continuous access to video and fleet information in real time.



MTS Access Services

- MTS Access FY25 ridership was nearly 351,000 – an 11% increase from FY24 combined (70% of pre-pandemic levels)
- On Time-Performance increased from 88% in FY24 to 90% in FY25
- Adopted majority of the best practices suggested by the February 2024 APTA Peer Review.
 - Same-day reservations
 - 5-year certification (3-year prior)
 - Discontinued the “Do Not Leave Alone” policy



Support Services

- Received nearly 306,000 customer phone calls with an average wait time of just over 40 seconds and abandonment of less than 3.5%.
- Processed over 11,000 cases of customer feedback, including more than 1,000 customer compliments.
- Completed the transition to full verification of eligibility for all reduced fare riders by expanding the institutional website functionality to allow organizations to verify the eligibility of their participants.
 - PRONTO team processed nearly 30,000 reduced fare cases.
 - Over 99% of reduced fare PRONTO accounts now fully verified.
 - Online Reduced Fare Application was also recognized as the WTS Technology for Transportation Award winner for 2025.
- Provided Passenger Support for more than 270 special events/rail closures/outages



Safety and Service Awards 2025



- Recognized over 400 employees
 - Bus Operators, Maintenance and Support Services
- 14 Bus Operators received million-mile award for first time.



2025 Bus Mechanic Apprenticeship Graduation

- 9 Mechanic Apprentices graduated
- First female graduate



2025 Bus Rodeo

- Partnered with NCTD, hosted at MTS Imperial Avenue Division in February 2025
- First Bus Rodeo in 20 years
- 26 Operators, 6 maintenance Teams from MTS and NCTD
- Winners competed in APTA International Bus Rodeo

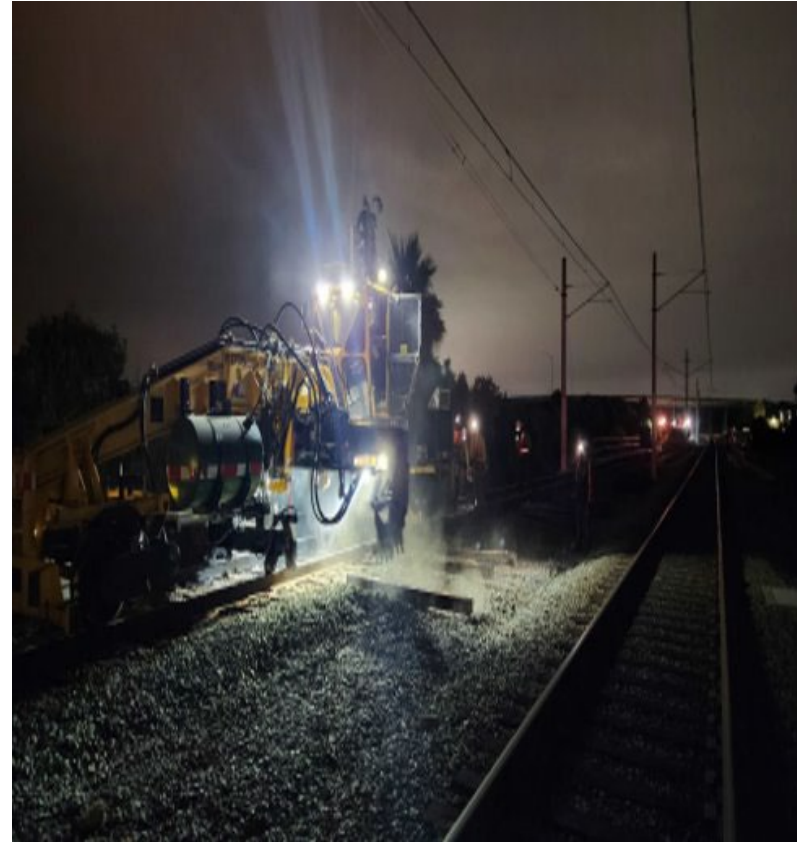
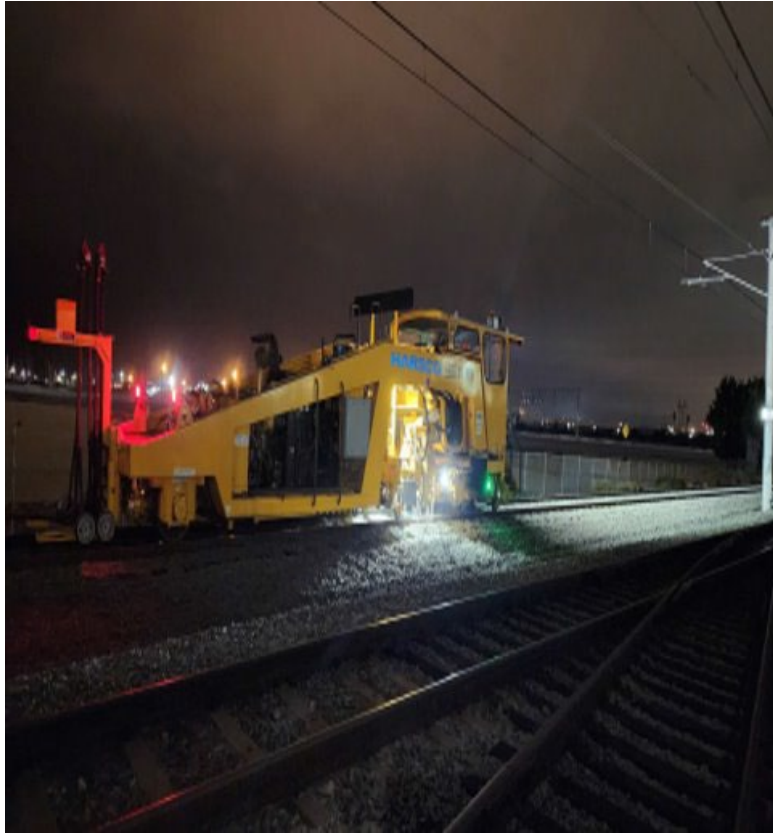


MTS Rail Fiscal Year 2025 Year End Report

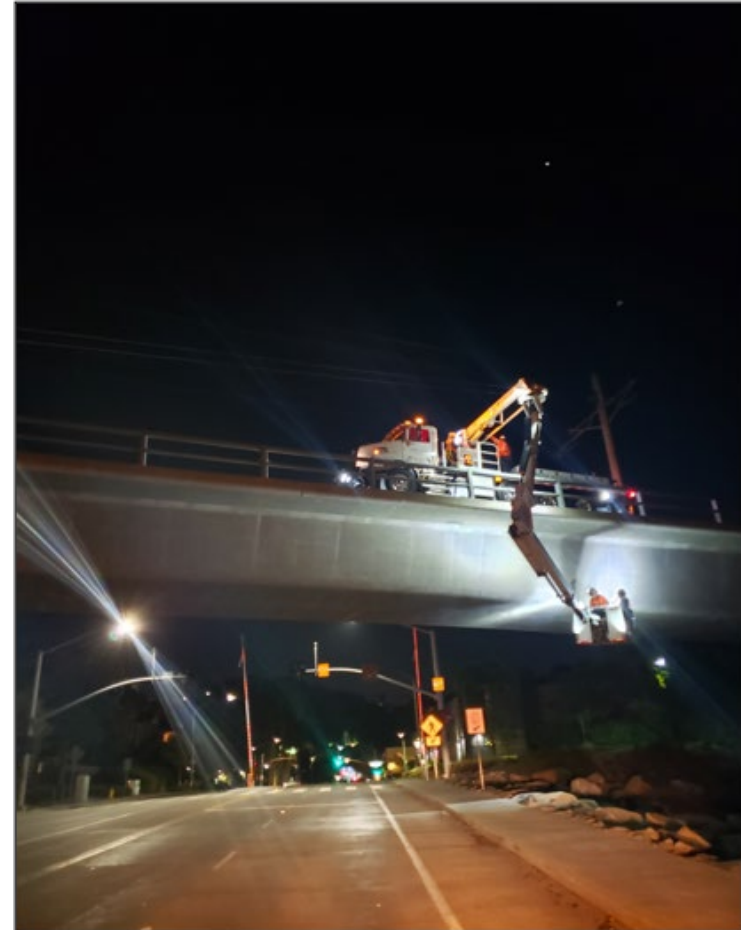


CAPITAL IMPROVEMENT PROJECTS

BLUE LINE TIE REPLACEMENT PROGRAM



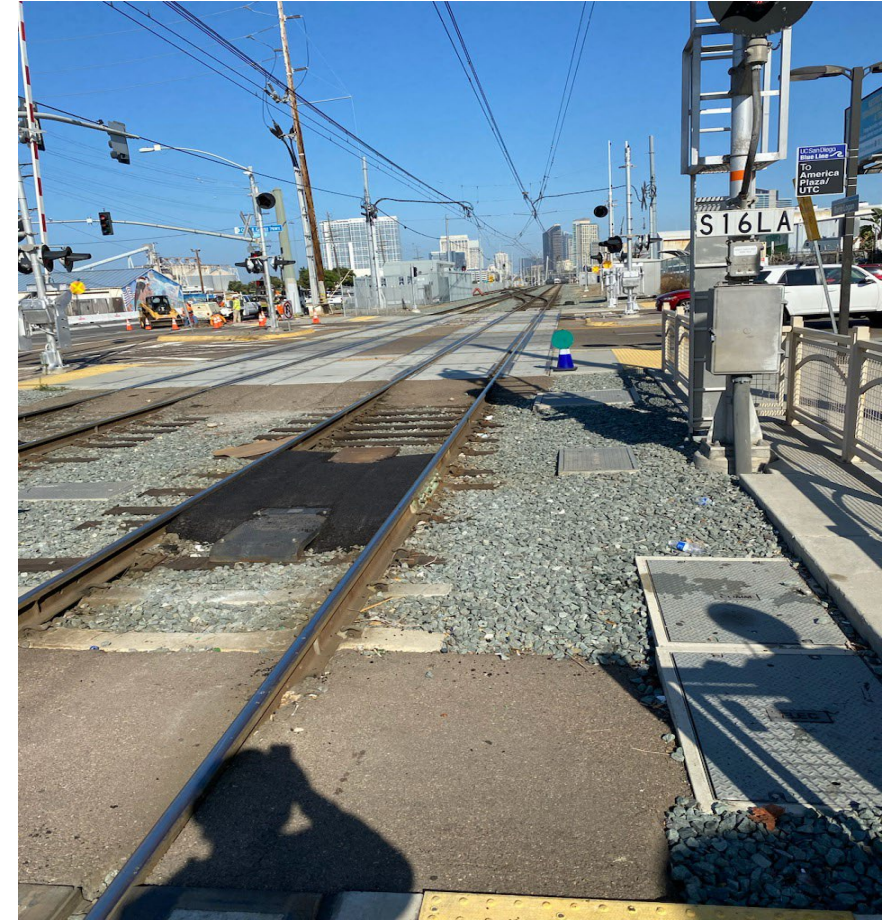
FTA Bridge Inspection



IMPEDANCE BOND COPPER WIRE HARDENING

BEFORE

AFTER



69TH STREET CROSSING SINK HOLE REPAIRS



7TH & C STREET CROSSING REPLACEMENT



SYSTEM BEAUTIFICATION PROJECTS

62ND STREET MURAL



E STREET WALL MURAL



E STREET STATION MURAL



GROSSMONT STATION MURAL

BEFORE



AFTER



GROSSMONT STATION MURAL LIGHTING ENHANCEMENTS



BEYER BLVD BRIDGE BEAUTIFICATION



GRANTVILLE LANDSCAPE

BEFORE



AFTER

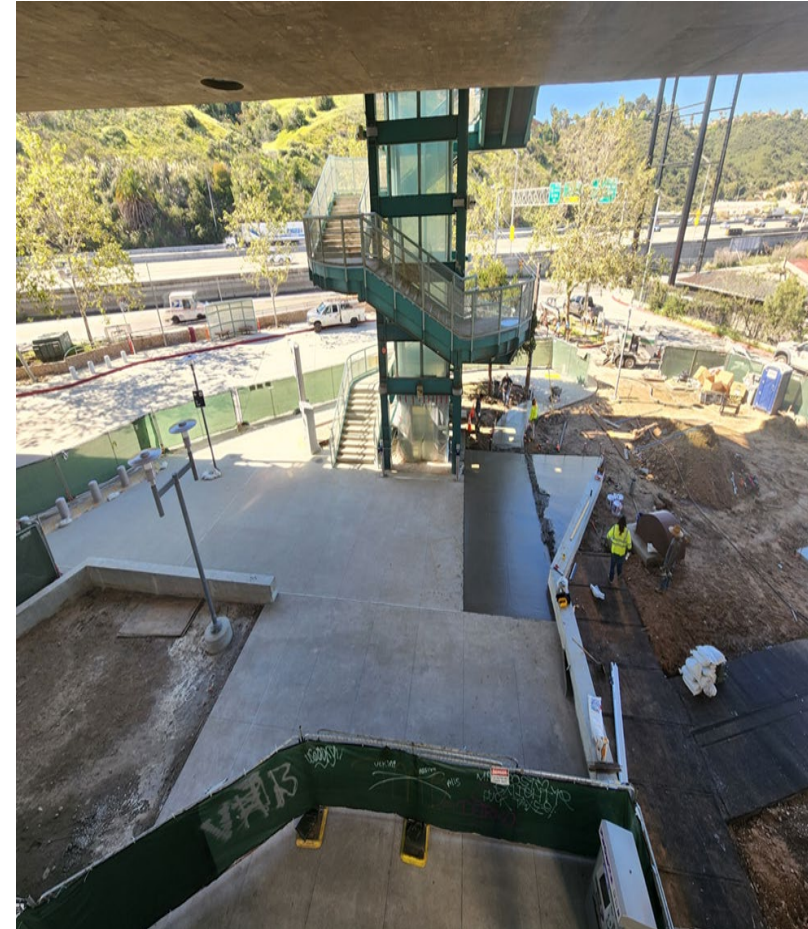


GRANTVILLE SURFACE REFRESH

BEFORE



AFTER



GRANTVILLE PAINTING



SYSTEM CUSTOMER-FACING ELEMENTS

LEMON GROVE DEPOT LIGHTING



OLD TOWN PED TUNNEL LIGHTING

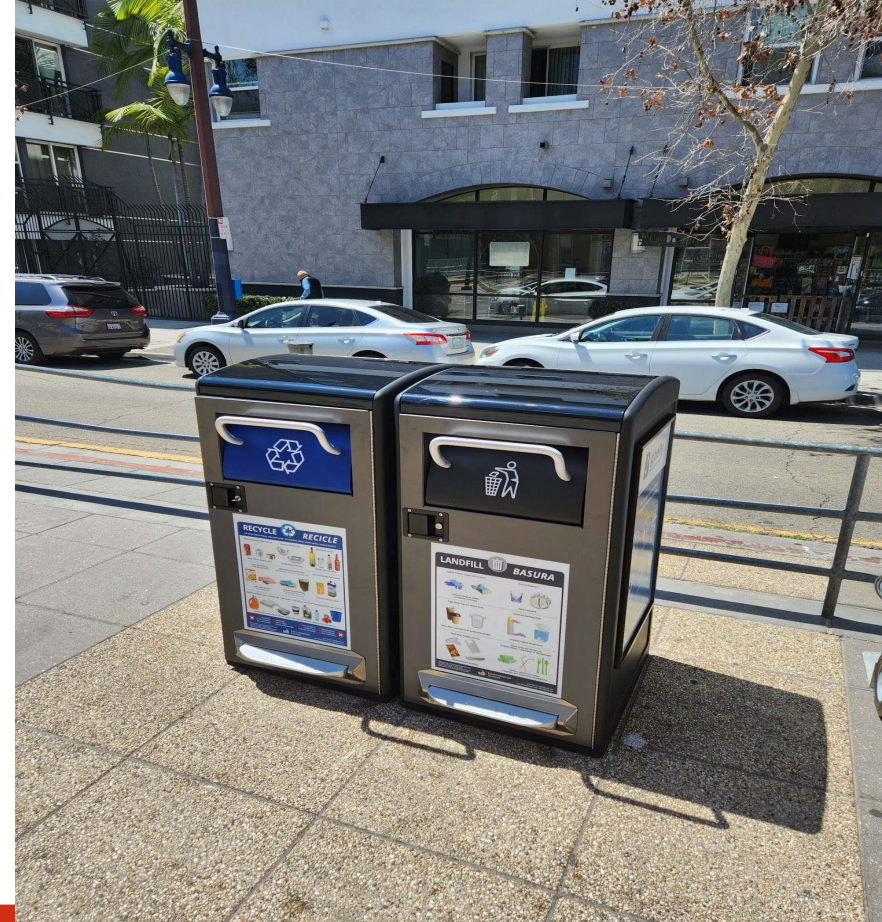


BIG BELLY TRASH CANS REPLACEMENT DOWNTOWN AND BLUE LINE

BEFORE



AFTER



STATION VALIDATOR FLAGS



A photograph of a red high-speed train, likely a Shinkansen, inside a large industrial facility. The train is positioned on tracks, and its front end is visible. The background shows the interior of a factory with a high ceiling, yellow overhead cranes, and various industrial equipment. The text "5000-SERIES VEHICLE COMMISSIONING" is overlaid in large, bold, red capital letters.

5000-SERIES VEHICLE COMMISSIONING

5000 SERIES VEHICLE COMMISSIONING

SD-10 Procurement

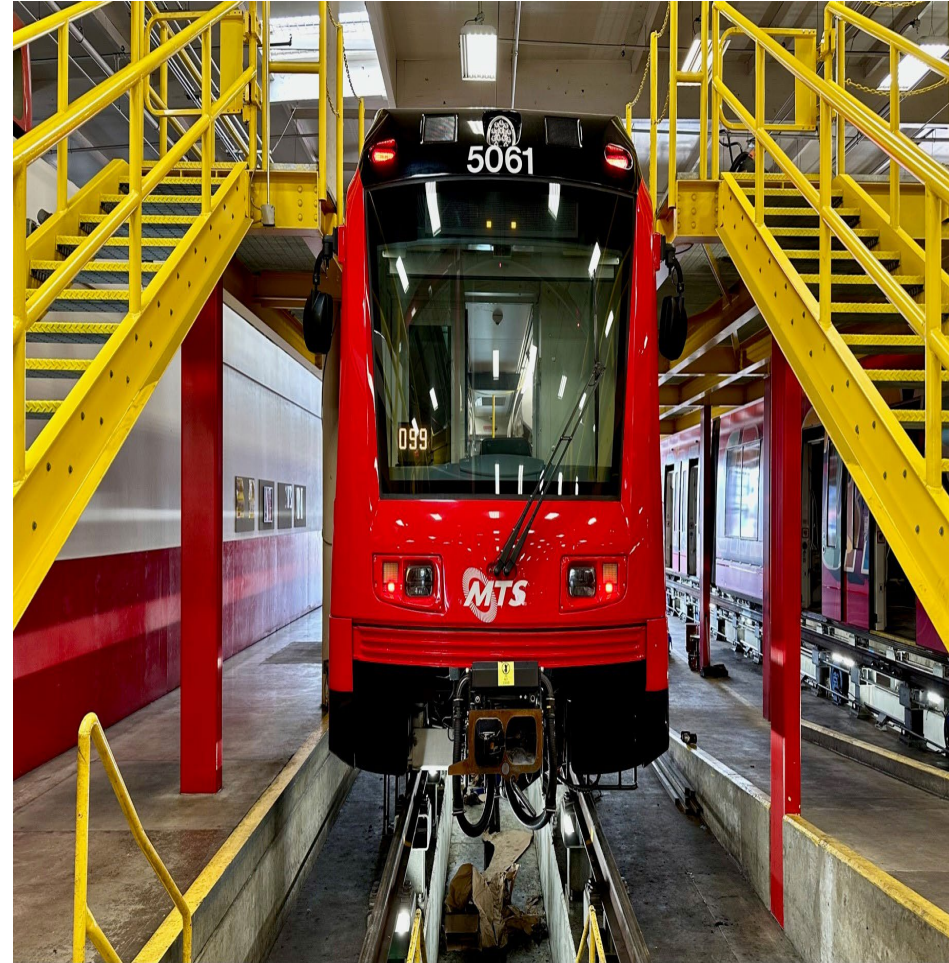
- 22 Option vehicles have been delivered to San Diego, tested, commissioned, and placed in service as of June 2025.



5000 SERIES VEHICLE COMMISSIONING



Vehicle Commissioning 5071-5092



A faded background image showing a red train on the right and a car on the left. The train has 'LINEA VERDE' on its front and '1003 Mendoza' below the windshield. The car is a dark sedan parked on a street next to a building.

MTS RAIL VEHICLE SECOND LIFE PROGRAM

27 SD100 VEHICLES HAVE BEEN SHIPPED TO MENDOZA TO SUPPORT THE SECOND LIFE PROGRAM



52 SIEMENS SD100 LRV FLEET

- 13 LRVs have been recycled (Cost \$10K per unit)
- 39 SD100 LRVs have been donated to provide service in Mendoza, Argentina
- 27 have been shipped, and the anticipated final shipment is in 2026



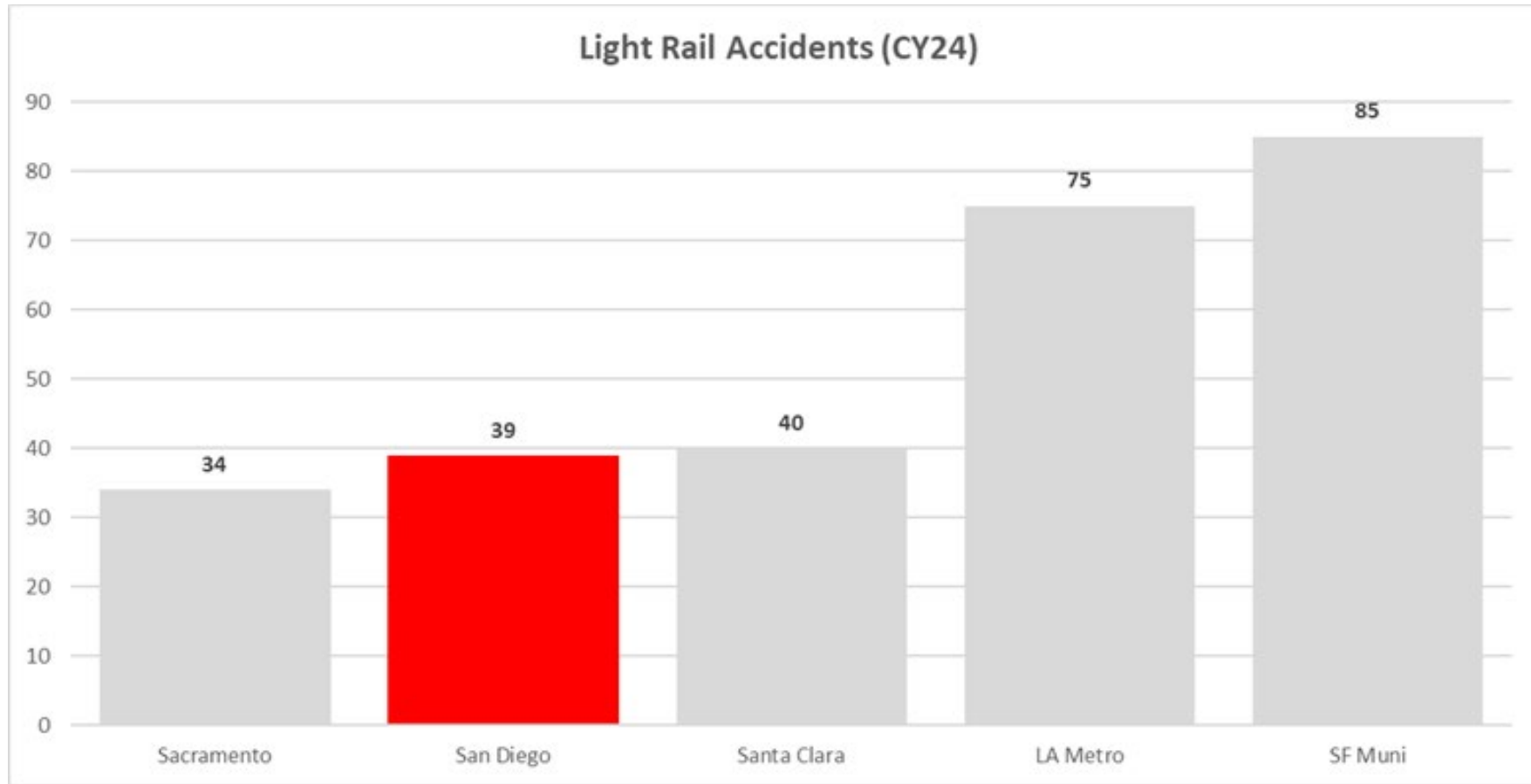
WHEEL TRUE MACHINES & LIFTING HOIST FLOODED EQUIPMENT REPLACEMENT AND REPAIRS





RAIL SAFETY AND OPERATIONS

ACCIDENTS BENCHMARKING



System and Vehicle Familiarization Outside Agency Personnel Training & Emergency Drills



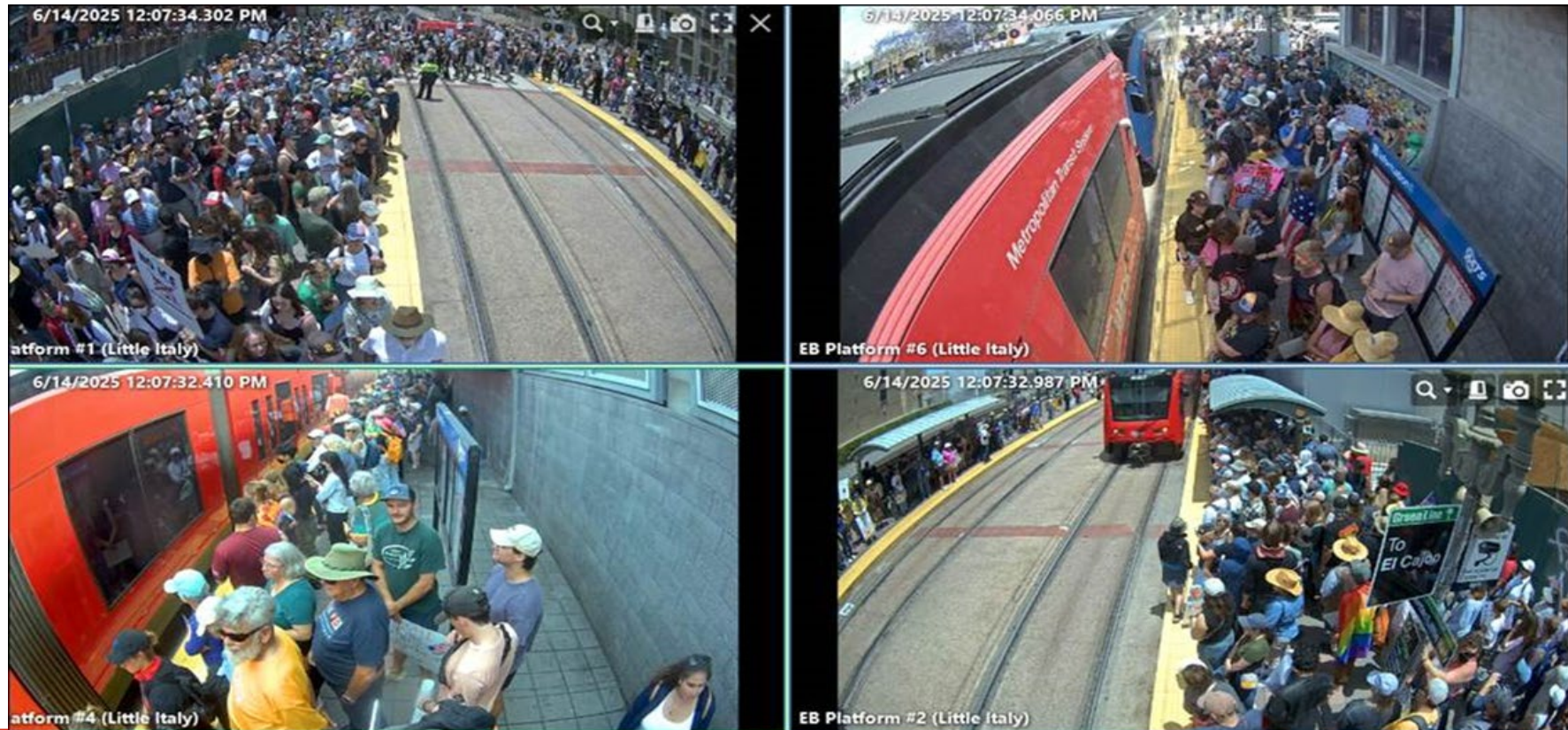
SPECIAL EVENTS FY25

- 263 special events (and on pace for more in CY26)
- 193 of these events required extra service.
- Roughly 1,813 extra trips operated
- Estimated 1,035,380 extra passengers

Event List - Calander Year 2025			
	No. of events	Est. Extra Trips	Approximate Extra Ridership
Petco Park			
Padres regular season	82	392	481,200
Petco Concerts (Elton John, Chris Brown, Etc)	31	14	8,500
San Diego Rodeo	3	3	5,000
Savanah Bananas	2	12	12,400
WWE Survivor Series	1	6	4,500
Snapdragon Stadium			
Snapdrago Soccer Leagues (SDFC + Wave)	35	240	104,000
SDSU Football	7	81	25,200
SDSU Soccer	2	0	400
She Believes Cup	1	6	1,200
International Soccer/Gold Cup	2	4	480
Concerts (Shakira, Niteharts 2 Days)	3	14	8,000
Monster Jam	4	14	8,900
Supercross	1	3	3,400
San Diego State University			
Viejas & OAT Events (Basketball, Concerts, Mojo)	82	32	21,900
Other Major Events			
Comic-Con	4	954	306,200
La Mesa Oktoberfest	1	20	6,100
Big Bay Boom	1	8	8,000
No Kings Protest	1	10	30,000
Closures and Single Tracks			
Full Days	21	-	-
Single Tracks	4	-	-
Totals			
Event Extra Ridership Totals	263	1,813	1,035,380

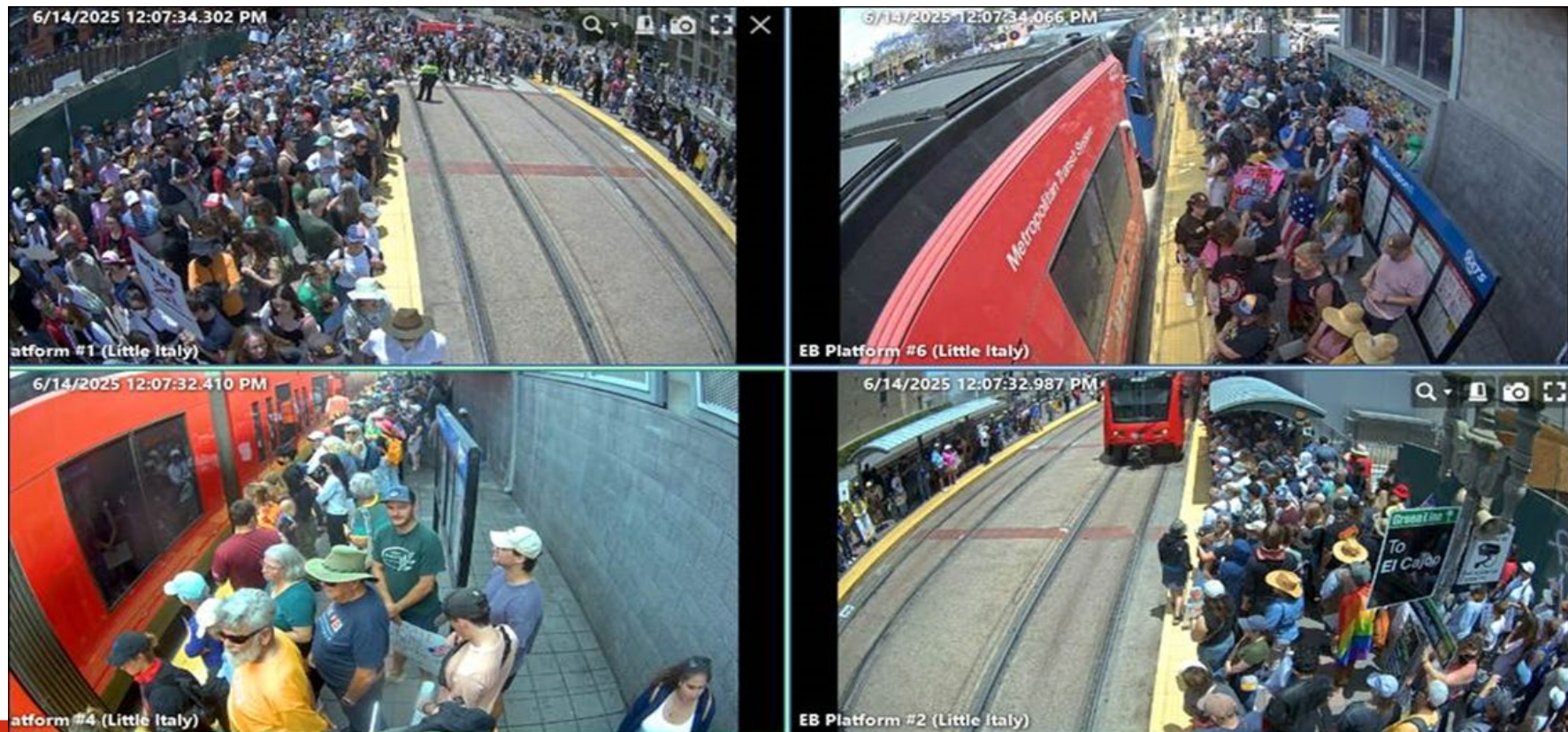
NO KINGS PROTEST JUNE 14, 2025

- Enhanced Service on Blue & Green Lines
- Regular Saturday Ridership Averages 95,000
- 124,000 Passengers (30,000 difference)
- Largest Saturday Crowd Since Comic-Con 2024



NO KINGS PROTEST OCTOBER 18, 2025

- Enhanced Service on Blue & Green Lines
- Regular Saturday Ridership Averages 95,000
- 125,000 Passengers (30,000 difference)
- Largest Saturday Crowd Since Comic-Con 2024



COMIC-CON 2025



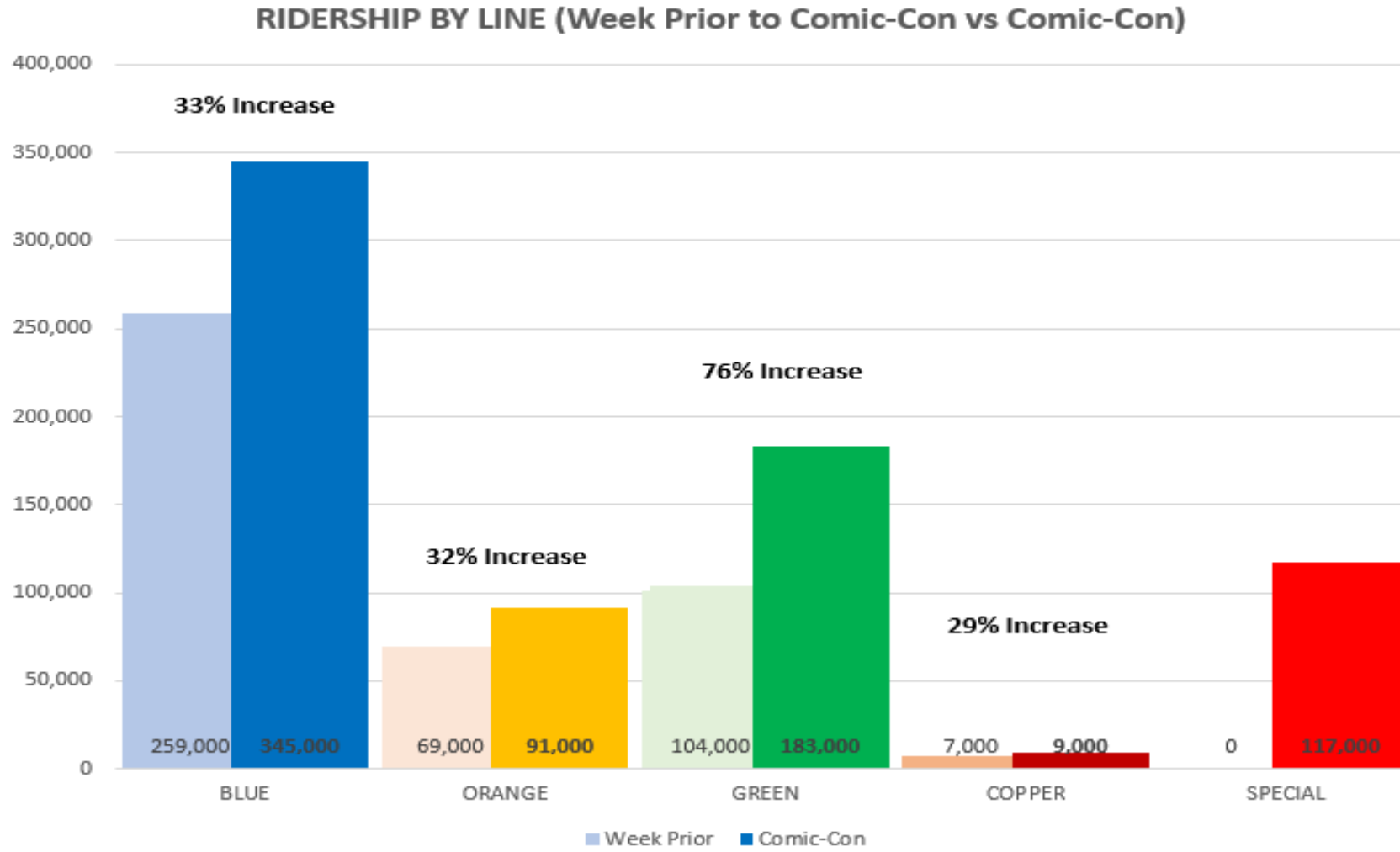
COMIC-CON 2025

- 954 Additional trips operated between Thursday and Sunday to accommodate Comic-Con ridership

2025			
	Comic-Con	Previous Week	NET
Thursday	186,507	124,960	61,547
Friday	206,831	127,680	79,151
Saturday	209,353	98,611	110,742
Sunday	142,939	87,853	55,086
TOTAL	745,630	439,104	306,526
Net Change	306,526		
Pct Change	69.81%		

2024			
	Comic-Con	Previous Week	NET
Thursday	174,590	119,921	54,669
Friday	185,131	121,311	63,820
Saturday	184,105	92,039	92,066
Sunday	138,561	84,273	54,288
TOTAL	682,387	417,544	264,843
Net Change	264,843		
Pct Change	63.43%		

COMIC-CON 2025



Questions/Comments