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Agenda

JOINT MEETING OF THE EXECUTIVE COMMITTEE
for the
Metropolitan Transit System
San Diego Transit Corporation, and
San Diego Trolley, Inc.

March 6, 2008

Executive Conference Room
9:00 a.m.

**ACTION
RECOMMENDED**

- A. ROLL CALL
- B. APPROVAL OF MINUTES - February 14, 2008
- C. COMMITTEE DISCUSSION ITEMS
 - 1. MTS: San Diego International Airport Master Plan
Action would receive a report on the status of the San Diego International Airport's proposed Airport Master Plan.
- D. REVIEW OF DRAFT MARCH 13, 2008, JOINT BOARD AGENDA
- E. REVIEW OF SANDAG TRANSPORTATION COMMITTEE AGENDA
Review of SANDAG Transportation Committee Agenda and discussion regarding any items pertaining to MTS, San Diego Transit Corporation, or San Diego Trolley, Inc. Relevant excerpts will be provided during the meeting.
- F. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS
- G. PUBLIC COMMENTS
- H. NEXT MEETING DATE: March 20, 2008
- I. ADJOURNMENT

Approve

Possible Action

Possible Action

Please turn off cell phones and pagers
during the meeting



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

DRAFT

EXECUTIVE COMMITTEE MEETING FOR THE METROPOLITAN TRANSIT SYSTEM (MTS), SAN DIEGO TRANSIT CORPORATION (SDTC), AND SAN DIEGO TROLLEY, INC. (SDTI)

February 14, 2008

MTS
1255 Imperial Avenue, Suite 1000, San Diego

MINUTES

A. ROLL CALL

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

B. APPROVAL OF MINUTES

Mr. Emery moved approval of the minutes of the January 10, 2008, Executive Committee meeting. Mr. Rindone seconded the motion, and the vote was 5 to 0 in favor.

C. COMMITTEE DISCUSSION ITEMS

1. MTS: Financial Perspective on the Metropolitan Transit System (FIN 340)

Ms. Sharon Cooney, Director of Government Affairs and Community Relations, reminded Committee members that the white paper on pursuing sustainability was prepared at the Committee's request and discusses MTS's funding shortfall for both operating and capital needs. She reviewed MTS's improved service and efficiency as well as funding challenges. She also reviewed MTS's FY 2008 operating budget issues. She stated that MTS is running out of options to making economies in its operations because it has already raised fares, adjusted service, and implemented economies. She reviewed capital needs and related funding concerns and reminded Committee members that MTS has been using capital funding for operations. She stated that if MTS continues to do so, it will eventually hinder MTS's ability to operate its service. She stated that, in the best-case scenario, MTS may be unable to rehabilitate trolley infrastructure in the way it would like and may have to abandon plans to operate low-floor service on the Blue Line. She pointed out that MTS will have a \$177 million to \$500 million deficit by FY 2013.

Ms. Cooney reviewed some suggested options for addressing the deficit, most of which involved temporary funding from other sources controlled by SANDAG and a scaling back in the "gold-plated" design of new projects.

Mr. Paul Jablonski, MTS CEO, stated that MTS is facing a \$6-7 million deficit for FY 2009 and there are few options left. He stated that cutting service at this point would involve removing productive service from the system.

Ms. Atkins felt that MTS was still not getting the message across to the public in an effective way about these issues. She added that some of MTS's support base is unhappy with the recent fare increase and the loss of transfers. She stated that MTS needs a campaign to help them understand and to get them to work with MTS to direct their frustration to a higher level where it can be more effective. Ms. Cooney stated that she has been meeting monthly with an advocacy group, which she is using as a forum for educating participants. She stated that some of the individuals who are involved are trying to put together a riders' union. She added that she is receiving related calls every week.

Mr. Rindone stated that the white paper was very succinct and reiterated that there are not many options left. Mr. Monroe stated that SANDAG will be doing focus group testing to see if transit should be included as part of the Quality of Life initiative as discussed at the recent SANDAG Board Retreat. He stated that MTS needs to help frame the questions to the focus groups and make a connection between transit and carbon footprints.

Chairman Mathis stated that MTS's ridership doesn't have the political clout to effectively advocate for transit. He added that SANDAG continues to take its full three percent for overhead and two percent for bicycle projects off the top of Transportation Development Act (TDA) funding in spite of MTS funding shortfalls. He felt that SANDAG should also be making efforts to economize to maximize the amount of funding left for operating transit services.

Mr. Roberts stated his support of Mr. Jablonski's philosophy of sustainability. He added that even in good years organizations need to be prudent and keep sustainability in mind. He used the cost of the bus stations in the Super Loop project as an example of where economies could be made and stated that there are other items in the budget that could be similarly handled. He stated that priorities need to be set, projects need to be scrutinized, some service may need to be cut, and elected officials need to be informed. The Committee briefly discussed climate change and the absolute necessity of transit in urban areas.

Mr. Ewin stated that he would like to see this issue placed on the agenda at SANDAG. He also stated that there should be a checklist of five things that govern all decisions made and to serve as a reminder to members of the boards when making those decisions. Ms. Atkins stated that she liked the idea of having a checklist and asked if staff would approach SANDAG and North County Transit with this idea. Mr. Jablonski stated that the funding issue is being discussed with the JCRT at 12:30 p.m. Ms. Atkins stated that agencies should agree to do an analysis of all projects, and Mr. Jablonski stated that he didn't think there would be reluctance to have a discussion of that idea. He stated that using funding to preserve what is already in place should take top priority, not funding for new projects that expand service.

Mr. Rindone pointed out the social cost of cutting service to riders who are trying to get to their jobs and the impact on their families. He also suggested that the Joint Committee on Regional Transit (JCRT) get involved in carrying the message to SANDAG.

Mr. Jablonski stated that staff will be working over the next six months on the development of the FY 2009 budget. He stated that the focus will not be on the aforementioned funds at SANDAG but will be on reducing expenses and the cost of delivering service as well as identifying additional revenue. He stated that staff will, however, approach SANDAG with some of the ideas presented in the white paper and that he may suggest that value engineering be pursued for projects funded by TransNet. Mr. Roberts stated that a meeting is being held February 23, 2008, to discuss the Super Loop bus stops mentioned earlier in the discussion.

Mr. Rindone requested that the white paper be brought to the full Board along with a recommended plan of action.

Action Taken

Mr. Rindone moved to receive the white paper prepared at the Executive Committee's request along with comments by Executive Committee members. Ms. Atkins seconded the motion, and the vote was 7 to 0 in favor.

2. MTS: June 2008 Proposed Service Changes (SRTP 830)

Mr. Jablonski reported that the proposed services changes shift resources to more productive routes and that a public hearing is only needed before action can be taken on Route Nos. 965 and 966. He also reported that a lot of work has been done to try to preserve DART service in Rancho Bernardo and Scripps Ranch with little success to date. He stated that DART service will be brought back to the Board in April since the Board approved continuation of the service until that time. He also reported that Mr. Conan Cheung, MTS Director of Planning and Scheduling, is leaving MTS for a position at the Los Angeles Metropolitan Transit Authority. He reported that Ms. Cooney will serve as interim director, and a national search is underway for a replacement for Mr. Cheung.

Ms. Cooney introduced planners Mark Thomsen, Denis Desmond, and Brent Boyd. She reported that the proposed minor reductions will generate \$920,000 in annual savings. Mr. Desmond reviewed the proposed changes for Routes 965 and 966. Mr. Monroe pointed out that, during the public hearings for the Comprehensive Operational Analysis, there were a lot of people in the audience who were unhappy about these changes. Mr. Desmond reported that he has discussed this matter in advance with Susan Christie, one of the community leaders in the affected area.

Mr. Boyd reviewed the proposed discontinuation of DART service in Rancho Bernardo and Scripps Ranch. In response to a question from Ms. Atkins, Mr. Jablonski stated that ridership on this service consists of more than just seniors and pointed out that MTS's Senior & Disabled Pass is undersubsidized. Mr. Jablonski stated that Councilmember Maienschein's office led the effort to identify an alternate provider for this service that has so far been unsuccessful. Mr. Emery stated that MTS cannot afford to continue these types of costly services.

Mr. Thomsen reviewed the current funding situation for the Sorrento Valley Coaster Connection (SVCC) service. Ms. Cooney reviewed potential solutions that are being explored for continuing this service. She pointed out that MTS is losing \$731,858 in funding for this service, is receiving only a small portion of the Coaster

fare for passengers transferring from the Coaster to the SVCC, and is not charging its own fare for this service.

Mr. Monroe asked if eliminating SVCC service would affect Coaster ridership. Mr. Jablonski stated that the SVCC serves about 500 people per day, which is 12 percent of the Coaster's ridership of 6,000 people per day. Chairman Mathis stated that North County Transit feels strongly about continuing this service, but MTS receives only a small share of the Coaster fare, which doesn't come close to covering MTS's cost. In response to a question from Mr. Roberts, Mr. Jablonski reported that \$250,000 in revenue would be generated if MTS charged a \$1 fare for this service. He added that this issue will be discussed at the JCRT meeting and is an ongoing discussion at SANDAG.

Public Comment

Clive Richard: Mr. Richard expressed support for all recommended service changes except the portion cutting weekend service eastbound to SDSU on Route 14.

Mr. Desmond explained that the Route 14 only runs hourly and on Sunday only carries nine passengers per hour. He added that the bulk of ridership is on the west end of the route and declines as the route travels east and that the service provided by Route 14 is already provided by Route 854. He stated that only the section of the route on Montezuma will lose service.

Ms. Atkins stated that she appreciated staff's diligence and hard work on Route 966. She stated that, in spite of the community's opposition to changes to this route, she will support staff's recommendation. Mr. Roberts pointed out that the same amount of money is being used to provide service to more people in the same general location. He stated that staff is making MTS more effective.

Action Taken

Mr. Ewin moved to (1) forward a recommendation to the Board of Directors to conduct a public hearing on February 21, 2008, for the restructuring of Routes 965 and 966 in Mid-City; (2) receive an update on efforts to replace Direct Access to Regional Transit (DART) with a community-based alternative; (3) receive information on service changes proposed for June 2008 implementation; and (4) provide direction to staff on pursuing alternative funding for Sorrento Valley Coaster Connection service. Mr. Rindone seconded the motion, and the vote was 7 to 0 in favor.

1. (Continued)

Action Taken

Mr. Rindone moved to reopen Agenda Item C1. Mr. Ewin seconded that motion, and the vote was 7 to 0 in favor.

Ms. Tiffany Lorenzen, MTS General Counsel, provided the Committee with an update on the recent California Transit Association legal action to block the State's

shift of transit funds to its general fund last year. She reported that the judge ruled that the state illegally diverted \$409 million in public transit dollars to the general fund for past debt service payments on Proposition 108 bonds. She added, however, that he sided with the State in taking an additional \$779 million for home-to-school transportation and various other purposes. Ms. Lorenzen stated that MTS will receive \$23 million of the funds being returned to transit.

She added that she will be recommending that the California Transit Association appeal this matter because the judge's analysis in looking at voter intent was fundamentally flawed.

D. REVIEW OF DRAFT FEBRUARY 21, 2008, BOARD AGENDA

Recommended Consent Items

6. **MTS: San Diego and Arizona Eastern (SD&AE) Railway Company Quarterly Reports and Ratification of Actions Taken by the SD&AE Railway Company Board of Directors at its January 22, 2008, Meeting** (SDAE 710)

Recommend that the Board of Directors receive the San Diego and Imperial Valley Railroad (SD&IV), Pacific Southwest Railway Museum Association, and Carrizo Gorge Railway, Inc. quarterly reports (Attachment A of the agenda item); and (2) ratify actions taken by the SD&AE Railway Company Board of Directors at its meeting on January 22, 2008.

7. **MTS: CCTV Surveillance Equipment Project – Contract Award** (CIP 11166)

Recommend that the Board of Directors authorize the CEO to execute a contract (MTS Doc. No. G1157.0-08, in substantially the same format as Attachment A of the agenda item) with Electro Specialty Systems, Inc. for the procurement and installation of closed-circuit television surveillance equipment at the SDTI Maintenance Yard.

8. **MTS: Dissolution of San Diego Transit Leasing Corporation** (OPS 960.6)

Recommend that the Board of Directors approve Resolution 08-2 granting the CEO the authority to wind up the affairs of the San Diego Transit Leasing Corporation.

9. **MTS: Increased Authorization for Legal Services** (LEG 491)

Recommend that the Board of Directors authorize the CEO to enter into contract amendments with the Law Offices of David C. Skyer (MTS Doc. No. G1008.2-07) for legal services (in substantially the same form as Attachment A of the agenda item) and ratify prior amendments entered into under the CEO's authority.

10. **MTS: Investment Report** (FIN 300)

Recommend that the Board of Directors receive an investment report for information.

11. MTS: Excess Liability Insurance Renewal (LEG 491)

Recommend that the Board of Directors authorize the CEO to ratify and confirm the placement of the liability insurance policy (limits of \$75 million less a \$2 million self-insurance retention) at an annual cost of approximately \$2,260,000 effective March 1, 2008, through March 1, 2009.

Recommended Consent Items

There was no discussion of the recommended Consent items.

Recommended Board Discussion Items

There was no discussion of the recommended Discussion items.

E. REVIEW OF SANDAG TRANSPORTATION COMMITTEE AGENDA

Ms. Sharon Cooney reported that approval of MTS's Capital Improvement Program is on the Transportation Committee's Consent Agenda. She also reported that TransNet revenue apportionments for TDA and TransNet as well as the Senior Minigrant Program (approval of criteria and application process) are also on the agenda.

F. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS

Sprinter: Mr. Monroe reported that Sprinter service is scheduled to start March 9, 2008.

G. PUBLIC COMMENTS

There were no Public Comments

C. DISCUSSION ITEMS (continued)
(*Taken out of order*)

The Committee convened to Closed Session at 10:42 a.m. to discuss the following item:

3. MTS: CLOSED SESSION: Conference with Labor Negotiators Pursuant to California Government Code Section 54957.6. Agency-Designated Representative: Jeff Stumbo. Unrepresented Employee (Chief Executive Officer).

The Committee reconvened to Open Session at 11:06 a.m.

Oral Report of Final Actions Taken in Closed Session

Ms. Tiffany Lorenzen, MTS General Counsel, reported the following action taken in Closed Session:

The Committee received a report and gave direction to MTS's labor negotiator.

H. NEXT MEETING DATE:

The next meeting is scheduled for Thursday, March 6, 2008, in the Executive Conference Room.

I. ADJOURNMENT

Chairman Mathis adjourned the meeting at 11:07 a.m.

Chairman

Attachment: A. Roll Call Sheet

`gail.williams/minutes`

**EXECUTIVE COMMITTEE
METROPOLITAN TRANSIT SYSTEM**

ROLL CALL

MEETING OF (DATE) 2/14/08

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

RECESS _____

RECONVENE _____


CLOSED SESSION _____

RECONVENE _____

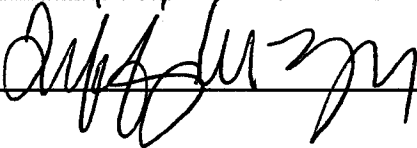
ADJOURN 11:07 a.m.

BOARD MEMBER	(Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
ATKINS	<input checked="" type="checkbox"/> (Young) <input type="checkbox"/>	9:06 a.m. during AI C1	
EMERY	<input checked="" type="checkbox"/> (Cafagna) <input type="checkbox"/>		
EWIN	<input checked="" type="checkbox"/> (Clabby) <input type="checkbox"/>		
MATHIS	<input checked="" type="checkbox"/>		
MONROE	<input checked="" type="checkbox"/> (McLean) <input type="checkbox"/>		
RINDONE	<input checked="" type="checkbox"/> (McCann) <input type="checkbox"/>		
ROBERTS	<input checked="" type="checkbox"/> (Cox) <input type="checkbox"/>	9:14 a.m. during AI C1	

SIGNED BY OFFICE OF THE CLERK OF THE BOARD



CONFIRMED BY OFFICE OF THE GENERAL COUNSEL:





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Agenda

Item No. C1

JOINT MEETING OF THE EXECUTIVE COMMITTEE
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

SRTP 840.9.1

March 6, 2008

SUBJECT:

MTS: SAN DIEGO INTERNATIONAL AIRPORT MASTER PLAN

RECOMMENDATION:

That the Executive Committee receive a report on the status of the San Diego International Airport's proposed Airport Master Plan.

Budget Impact

None at this time.

DISCUSSION:

San Diego International Airport (SDIA) is developing plans for the expansion of terminal, parking, roadway, and airfield facilities to provide the additional capacity that will be needed through 2015 and beyond. The plans include an update to the Airport Master Plan, the related Environmental Impact Report (EIR), an Airport Transit Plan, and an Airport Vision Plan. These plans do not address the longer-term issue about potential relocation of SDIA; however the Airport Vision Plan will address the long-term plan and potential configuration of the airfield, terminals and ground access.

Currently, direct public transit access to SDIA is provided by MTS Route 992, which operates between downtown San Diego and the airport's three terminals. This service operates seven days per week (from 5:00 a.m. to 12:30 a.m.) at a frequency of 12 to 15 minutes until 11:00 p.m. and 30 minutes thereafter. Route 992 connects with other regional and local transit services, including the COASTER, Amtrak, trolleys, and buses



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at America Plaza and at Third and Fourth Avenues on Broadway. The five bus stops located at Terminals 1 and 2 and the Commuter Terminal generate approximately 1,400 boardings and alightings per day.

Airport Expansion Plans

In order to accommodate the projected growth in the number of airline passengers, SDIA plans to expand Terminal 2 by 10 gates, which will increase the total number of gates at the airport to 51. In addition, SDIA plans to build a 3,700-space parking structure in front of Terminal 2 and provide a second-level roadway at the terminal. SDIA staff anticipates that the Final Environmental Impact Report about these developments will be completed in April 2008.

Airport Transit Plan

SDIA prepared an Airport Transit Plan with the involvement of the San Diego Association of Governments, MTS, North County Transit District, and other transportation agencies. The Airport Transit Plan, which was endorsed by the San Diego County Regional Airport Authority Board in October 2007, proposes ways to improve transit access to SDIA to meet the goal of increasing the transit market share from 1.2% of the 48,000 daily airline passengers to 4% to 6%. An increase to 5%, for example, represents an increase from 576 to 2,400 per day in the number of SDIA airline passengers using transit. The Airport Transit Plan is referenced in the Airport Master Plan but is a separate and concurrent program. SDIA plans to discuss with the transit agencies advancing some of the elements of the program as demonstration projects in the near term.

The elements proposed by SDIA to improve transit access include customer service training, frequency increases, bus rapid transit strategies, enhanced marketing, new and restructured routes, providing free transit service to arriving airline passengers and alternative transit improvements. One of the potential bus rapid transit strategies is establishing a shuttle service between the Old Town Transit Center and the airport terminals. This direct shuttle would reduce travel time to the airport for passengers originating north of SDIA by eliminating the out-of-direction travel to downtown San Diego that is required on Route 992. SDIA proposes that this shuttle be provided only for passengers connecting with other transit services at the Old Town Transit Center. In order to make this service feasible, it would be necessary to either develop strategies to prevent airport park-and-ride use that would displace existing transit passengers, since Old Town Transit Center parking is at capacity, or expand parking, which would require building a parking structure with the approval of the California State Parks and Recreation Department.

Airport Vision Plan


SDIA will address the redevelopment of Lindbergh Field in the 2015-2035 period in the Airport Vision Plan. Elements of the plan will include updating the forecast of airport operations and passengers, which is 4 years old and has understated actual growth during the period; addressing the potential use of other on-airport properties such as the area on the north side of the runway adjacent to Pacific Highway (North Side) and the recently available Teledyne Ryan property; and the status of Terminal 1, which (after 40 years) needs refurbishment or replacement.

Development of the AVP just began with selection of a consultant and initial project scoping. Specific concepts about terminal, airfield, roadway and transit access are expected by February 2009. The Airport Vision Plan will be the basis for the next update of the Airport Master Plan.

Status and Next Steps

San Diego County Regional Airport Authority Board (SDCRAA), the City of San Diego, and SANDAG recently approved a Memorandum of Agreement (MOA) that would enable SDIA to proceed with Terminal 2 expansion but require SDIA to complete a concept plan about potential North Side infrastructure development before commencing construction. The MOA is included as Attachment A.

SDIA staff plans to present the Airport Master Plan and the Final EIR to the SDCRAA Board for adoption in April 2008. With timely Federal Aviation Administration approval of its plans, SDIA would begin construction of the Terminal 2 expansion in 2009, and the expanded facility would become operational in 2012.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Mark Thomsen, 619.595.4909, Mark.Thomsen@sdmts.com

MARCH6-08.C1.AIRPORT MASTER PLAN.MTHOMSEN.doc

Attachment: A. Memorandum of Agreement

**MEMORANDUM OF AGREEMENT BETWEEN
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY,
CITY OF SAN DIEGO, AND SAN DIEGO ASSOCIATION OF GOVERNMENTS
REGARDING SAN DIEGO INTERNATIONAL AIRPORT MASTER PLAN
AND ENVIRONMENTAL IMPACT REPORT**

THIS MEMORANDUM OF AGREEMENT ("MOA") is made by and between the San Diego County Regional Airport Authority ("Authority"), the City of San Diego ("City"), and the San Diego Association of Governments ("SANDAG") based on the following facts and considerations:

WHEREAS, pursuant to the San Diego County Regional Airport Authority Act (Cal. Pub. Util. Code §§170000 *et seq.*) the Authority is responsible for the operation, maintenance and improvement of San Diego International Airport ("Airport"); and

WHEREAS, the City is responsible for land use planning that impacts its jurisdiction; and

WHEREAS, SANDAG is the Regional Transportation Planning Agency, Metropolitan Planning Organization, and Regional Transportation Commission, for the San Diego region and is responsible pursuant to Senate Bill 10 (Kehoe 2007) for preparing and adopting, in consultation with the Authority and other entities, an airport multimodal accessibility plan for the San Diego region; and

WHEREAS, the Authority has been engaged for over four years in studying a variety of means to maintain and improve the Airport and the Authority staff identified a number of actions that are beneficial to its mission, and incorporated those possible actions into a draft Airport Master Plan ("Draft AMP"); and

WHEREAS, pursuant to the California Environmental Quality Act and Guidelines ("CEQA"), the Authority prepared and on May 31, 2006, circulated for an initial 150-day public/agency review and comment period a Draft Environmental Impact Report ("May 2006 DEIR") for the Draft AMP with an initial deadline for comment of October 18, 2006; and

WHEREAS, the May 2006 DEIR limited analysis of potential environmental effects of the Draft AMP to those that might occur through the year 2015, but as a result of the public comments received, the Authority elected to broaden the scope of the DEIR to consider the potential environmental effects of the Draft AMP that might occur through the year 2030; and

WHEREAS, the Authority revised the May 2006 DEIR and released the revised version October 2, 2007 ("October 2007 EIR") announcing that the public review and comment period on the revised DEIR would extend to November 30, 2007, then to January 4, 2008, and finally to February 4, 2008; and

WHEREAS, the Draft AMP and October 2007 DEIR address proposed near-term airport improvements (hereinafter sometimes referred to as "Phase 1 AMP") designed to allow the Airport to meet current passenger demand to 2015 through projects, which include a 10-gate build-out of Terminal 2 West, a dual-level roadway in front of Terminal 2, and various parking, roadway and airfield improvements; and

WHEREAS, a number of agencies, residents and other interested parties have submitted public comments on the October 2007 DEIR, including SANDAG and the City; and

WHEREAS, the Authority, the City, and SANDAG have not fully agreed upon the assumptions and approach to identifying, addressing and mitigating the significant environmental impacts of the Phase 1 AMP; and

WHEREAS, while the proposed elements of the Phase 1 AMP focus on incremental improvements to the Airport, the parties concur that the next phase of the AMP should have a broader scope and focus on development that addresses more fully integrating on-Airport improvements and more effectively linking air and surface transportation, in a "Phase 2 AMP;" and

WHEREAS, the City and SANDAG recognize the Authority's desire to ensure the environmental review process for the Phase 1 AMP is completed in a timely manner, and all parties wish to avoid litigation amongst public agencies, however, the City and SANDAG believe it is their responsibility to retain the ability to file suit under CEQA should the Authority fail to perform the terms and conditions described in this MOA; and

WHEREAS, SANDAG, the City, and the Authority desire to memorialize in this MOA a vision for studying the longer term development for the Airport, and a process by which the parties may work together cooperatively as the Authority continues its planning and environmental review processes for the longer term;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions, the Authority, the City, and SANDAG enter into and agree to this Memorandum of Agreement:

Section I. Approval and Implementation of Phase 1 of the AMP.

1. Completion of CEQA Process; Consideration of Phase 1 of AMP. Authority will complete the environmental review process under CEQA for the Draft AMP, and then will consider whether to implement the improvements in the Phase 1 AMP.
2. Covenant Not to Sue on Phase 1. In consideration of the Authority's commitment to initiate the actions described in this MOA, SANDAG and the City agree not to bring any type of legal action to challenge the Phase 1 AMP, its DEIR, or the final Environmental Impact Report (hereinafter "FEIR") under CEQA, NEPA as it applies to the Phase 1 AMP, or any other law or regulation, so long as the Authority is in compliance with the timelines and other requirements set forth in this MOA. Nothing within this MOA shall be construed to apply restrictions on litigation challenging any future AMP EIRs.

Section II. Cooperation in Phase 2 AMP.

1. Initiation of and Cooperation in Phase 2 AMP. Whether or not the Authority approves the Phase 1 AMP or certifies the Final EIR, the Authority, the City, and SANDAG agree to initiate, and to cooperate with each other in, a Phase 2 AMP process, as set forth below.
2. Timeline. The Authority shall create a master timeline in cooperation with SANDAG and the City for a Phase 2 AMP by April 30, 2008. Components of the timeline shall include, but not be limited to milestone dates for a final Phase 2 AMP and adoption of an EIR for a Phase 2 AMP. The Authority shall complete a new draft concept plan with input from SANDAG and the City for the Phase 2 AMP by February 28, 2009.
3. Cooperative Effort. The Authority shall plan and develop future planning for the Airport in cooperation with SANDAG, the City, the Metropolitan Transit System, North County Transit District, the California Department of Transportation, the Port of San Diego, the County of San Diego, the Department of the Navy, and other groups and individuals that have a stake in the region's transportation future, including those responsible for high-speed rail and waterfront transportation modes. The Authority agrees to work with all appropriate federal, state, and local entities to maximize the number of alternatives for the Phase 2 AMP by considering both Airport-owned property and adjoining parcels owned by third parties.
4. Elements of Phase 2 AMP Planning. Whether or not the Authority approves the Phase 1 AMP or certifies the Final EIR, the Authority agrees that the following items constitute airport projects for consideration as part of the future planning for the Airport in the Phase 2 AMP planning process. The Authority agrees to study and consider these projects in good faith, to provide appropriate funding for the investigation of them, and subject to compliance with CEQA, other applicable law, and if Authority determines that they are feasible, appropriate and lawful for the Authority to undertake, to implement them.
 - a. Airport Intermodal Transportation Center. Authority agrees to study the operational and financial feasibility of constructing an Airport Intermodal Transportation Center ("ITC") on the north side of the Airport at, near or adjacent to Interstate 5. The ITC would serve all commercial airport ground transportation, connect to the rail, trolley and bus stations, and provide private automobile access and parking. The ITC would include an on- or off-airport mass transit connection to the terminals operated by the Authority. In conjunction with local agencies and regional elected bodies, the Authority would make all reasonable efforts to develop the ITC as a federally approved and funded demonstration project designed to make the airport an international model for intermodal transportation and regional sustainability.

- b. Consolidated Rental Car Facility. On the north side of the Airport, on or near the former General Dynamics leasehold, Authority agrees to study the operational and financial feasibility of constructing a Consolidated Rental Car Facility to facilitate a single operating location for the rental car companies operating at the Airport, including the requirement that the companies participate in a single bussing operation to and from the Airport's passenger terminals.
- c. New Passenger Terminal on the North Side (both with and without aircraft gates). On the north side of the Airport, on or near the former General Dynamics leasehold or other appropriate adjoining parcels, Authority agrees to study the operational and financial feasibility of constructing a new airline passenger terminal, either with gates attached or without gates to serve one or more air carriers on the north side of the Airport. Concurrent with any terminal "with gates" study, the Authority agrees to discuss with the military the concept of acquiring the necessary property to facilitate the full extension to the west of Taxiway C and any other land-use opportunities at the Marine Corps Recruit Depot including public-private partnerships to which the military, the City, SANDAG, and the Authority may agree. The Authority further agrees to study and diligently pursue in the Phase 2 AMP EIR, the development and maximization of the Airport by moving, to the degree financially, physically, and operationally feasible, all passenger air operations and all facilities for baggage, parking, and land-based passenger transportation to the north side of the runway, and for the purpose of such study, to consider the possible use of public and private land adjacent to the airport.
- d. Traffic Studies. Authority agrees to undertake traffic studies of all major intersections surrounding the airport, including but not limited to those at Washington, Hawthorne, Laurel, and Grape, as well as impacts to freeway and transit facilities and services, to incorporate the findings of the studies in the Phase 2 AMP EIR, and to mitigate for impacts in accordance with CEQA and federal law.
- 5. Cooperative Efforts for Funding On-Airport and Off-Airport Improvements. The Authority will work to seek Federal Aviation Administration ("FAA") approval for funding for off-Airport surface transportation improvements that would address the traffic that results from the current and future operations of the Airport, and SANDAG and the City will likewise work to seek approval for funding for such improvements from the Federal Highway Administration, the Department of Transportation, or any other federal or state agency. Specifically, the parties will focus on the following potential projects and will work cooperatively to seek federal, state, and local funding:
 - a. Transit Plan. The Authority will use its best efforts to seek FAA and any other necessary approvals to expend funds on the projects identified in the Authority's Transit Plan for both the Phase 1 and Phase 2 AMP.

- b. Freeway Ramps Serving Possible Intermodal Transportation Center. The parties will investigate the feasibility of funding one or more off-ramps (in whole or in part) off the Interstate 5 to facilitate improved access directly to a proposed Intermodal Transportation Center.
- c. Mitigation of Existing and Future Traffic Congestion on North Harbor Drive and Surrounding Arterials. In an attempt to alleviate traffic congestion on North Harbor Drive and surrounding arterials, the parties will investigate alternatives to improve the flow of traffic on the surrounding roadways, including the expenditure of capital funds for construction of a full or partial second level roadway on North Harbor Drive and improvements to mitigate traffic congestion related to airport use on Washington, Grape, Hawthorne and Laurel streets.

Section III. Further Commitments by the Parties.

1. CEQA and NEPA, Other Legal Requirements. In accordance with the requirements of CEQA and its guidelines and NEPA, nothing within this document shall be construed to be a project or the formal approval of a project unless it has first been the subject of a valid CEQA or/and NEPA process, as applicable, approving the specific project. The parties will carry out the terms of this MOA in accordance with all applicable legal requirements.
2. Covenant to Cooperate. The parties covenant to work in good faith, actively participate, and cooperate in efforts to resolve any disputes concerning Phase 1 or Phase 2 AMP with regard to environmental planning, design, or implementation.
3. Mutual Commitment to Seek Sources of Funding. The Authority, the City, and SANDAG agree to seek all potential sources of funding, including but not limited to airport discretionary funds, user fees, passenger facility charges, lease revenues, and local, state and federal funds, wherever and whenever available and reasonable, to facilitate transportation improvements and access to the Airport. The Authority agrees to cause all appropriate applications or approval requests to be filed with all federal, state, local, or private entities that could potentially provide funding for all or any part of improvements identified in the Phase 2 AMP or its accompanying EIR. This MOA shall not be construed to obligate SANDAG or the City to fund any project.
4. Analysis of Existing Conditions. When conducting the studies for the draft concept plan contemplated in this MOA, Authority shall conduct an analysis that includes comparing existing conditions at the time Authority is evaluating the alternatives, to anticipated conditions at time of proposed project completion assuming the project is implemented.
5. Short Term Plans Implemented by the Authority. Authority shall consult with SANDAG and the City to ensure that no part of the Phase 1 AMP is

implemented in such a way that it precludes long term planning options to be included in Phase 2 AMP pursuant to this MOA. For example, the ten gates and parking facilities for planes described in Phase I of the AMP shall not be constructed in such a way that they limit the feasibility of construction of a terminal on the north side of the airport. The Authority shall not commence construction of any project in the Phase 1 AMP prior to completion of the draft concept plan for the Phase 2 AMP as described in this MOA.

6. Phase 1 AMP Conclusions. Authority concludes in the Phase 1 AMP DEIR that potential development of a unit terminal facility north of the runway is not a reasonable alternative for meeting the project objectives of Phase 1 AMP. The other parties to this MOA are not in agreement with the Authority's conclusion that an alternative involving a terminal facility north of the runway is no a reasonable alternative for meeting the project objectives of Phase 1 AMP. There are other statements and conclusions in the DEIR with which the parties do not agree, however, the parties do not wish to be limited in their future planning efforts regarding any future Phase 2 AMP by statements and conclusions contained in the Phase 1 AMP EIR. Therefore, Authority agrees that notwithstanding any statements and conclusions in the Phase I AMP EIR regarding feasibility, it will carry out the provisions of this MOA in good faith and utilize its best efforts to reexamine those conclusions in connection with the Phase 2 AMP EIR.

Section IV. Tolling of Statute of Limitations.

1. Tolling of Statute of Limitations. Absent this MOA, the statute of limitations on the Authority's Phase 1 AMP approval and EIR certification would expire within 30 days of the Authority's adoption of the EIR and filing of the Notice of Determination. SANDAG and the City have submitted comments to the Authority on the Draft EIR for the Phase 1 AMP alleging that the Draft EIR is not in compliance with CEQA. The Authority disagrees with the City's and SANDAG's assertions. The parties wish to engage in discussions and cooperative long-term planning for the Airport and to toll the statute of limitations for the commencement of litigation based on the Authority's alleged failure to comply with CEQA, NEPA or any other law, in order to provide the parties with a reasonable opportunity to resolve their dispute without resorting to litigation. The parties agree that the statute of limitations for any claim or cause of action arising from the Phase 1 AMP that would otherwise expire is hereby tolled until completion of the twelve (12) month draft concept plan study period for the projects mentioned herein, which is set for February 28, 2009, plus an additional three month period (May 30, 2009).
2. Terms of Waiver. The Authority hereby waives any defense that it may have against any claim or cause of action based on the expiration of the statute of limitations, laches, estoppel or waiver regarding the passage of time, action or inaction between the effective date of this MOA and the deadline. The parties recognize that under limited circumstances, certain statutes of limitations enacted for the benefit of the public cannot be waived by agreement. The parties to this MOA agree that no such statute of limitations is involved in or implicated by this

MOA and that they will not raise any defense based upon such ground. Except as set forth herein, nothing contained herein shall constitute a waiver of any claims, demands, causes of action, positions, rights, remedies and defenses, in law and in equity, of any of the parties.

3. **No Admissions.** The parties agree that neither execution hereof nor performance of any of the provisions of this MOA shall constitute or be construed as an admission on the part of any party of any liability regarding the claims, and nothing herein shall be admissible in any proceeding as an admission of any factual matter against any party.

Section V. Dispute Resolution.

1. The parties shall attempt in good faith to resolve any controversy or claim arising out of or relating to this MOA promptly by negotiations between representatives of the parties who have authority to settle the controversy.
2. If a controversy or claim should arise that cannot be resolved by the respective staffs, the President, or delegate, of the Authority and the Mayor or the Executive Director, or delegate, of the City and SANDAG respectively (collectively, the "Executives") will meet at least once and will attempt to resolve the matter. The Executives will make every effort to meet as soon as reasonably possible at a mutually agreed time and place.
3. If the matter has not been resolved within thirty (30) days of the initial meeting of the Executives pursuant to Section V(2), or if either party will not meet again within thirty (30) days of the initial meeting of the Executives, then the Chairs of the Authority and SANDAG, and the Mayor of the City will meet to resolve the matter. The Chairs will make every effort to meet as soon as reasonably possible at a mutually agreed upon time and place.

Section VI. General Terms and Conditions.

1. **Approval and Time of Performance.** This MOA shall become effective upon final approval by the City, SANDAG, and the Authority. The actions necessary to achieve the objectives of this MOA shall be completed in a timely manner.
2. **Full Cooperation.** The Authority, the City, and SANDAG agree to cooperate with each other and provide each other with all necessary documents when requested. Each party will use its best efforts to achieve the objectives of this MOA, consistent with its legal obligations and applicable law.
3. **Notice.** Any notice required or permitted by this MOA shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally, (b) by overnight courier upon written verification of receipt, or (c) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below, or such other address as either party may specify in writing:

If to the Authority:

Thella F. Bowens, President/CEO
San Diego County Regional Airport Authority
P. O. 82776
San Diego, CA 92138-2776
Tel.: (619) 400-2444; FAX: (619) 400-2448

If to SANDAG:

Gary Gallegos, Executive Director
SANDAG
401 B Street, Suite 800
San Diego, CA 921 01-4231
Tel.: (619) 699-1900; Fax: (619) 699-1995

If to City:

Jerry Sanders, Mayor
City of San Diego
202 C Street
San Diego, CA 92101

4. **Enforceability.** The parties desire to ensure the terms of this MOA are completed as described herein. Authority agrees that should the terms of this MOA not be implemented, due to the fault of Authority, that SANDAG and/or the City may proceed with litigation against the Authority for all claims and causes of action arising from the Phase 1 AMP and its EIR. Neither party shall be liable to the other for any claimed costs or damages arising from a claimed non-performance of any provision of this MOA.
5. **Partial Invalidity.** If any term, covenant, condition, or provision of this MOA is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.
6. **Admissibility.** This MOA, until executed by all parties, evidences the intention and agreement of the parties that the statements and offers in their entirety at any meeting to date and as contained in this MOA are and were made under the provisions of California Evidence Code §1152 and §§1115-1128. All the statements and offers were for the purpose of good faith negotiations, and it is, therefore, agreed that the statements and offers that are not incorporated into the final executed version of this MOA shall not be admissible in any court of law or administrative proceeding for any purpose.
7. **Term and Termination.** The term of this MOA shall be for five (5) years. The parties may mutually terminate this MOA upon one hundred and eighty (180) days advanced written notice, or as otherwise provided in this MOA. In the event the City, SANDAG, and the Authority agree to terminate this MOA pursuant to

this paragraph prior to completion of the draft concept plan, the City and SANDAG shall be released from the covenant not to sue contained in this MOA and the tolling period referenced above shall continue in effect such that the City and/or SANDAG shall have the right to file a lawsuit against the Authority during the 180 day advance notice period, but in no event shall the right to file a lawsuit extend beyond May 30, 2009.

8. No Third Party Beneficiaries. The parties covenant and agree that the provisions of this MOA do not create any third party beneficiary rights.
9. Federal Limitations on Use of Airport Revenue. The parties understand the provisions of the Federal Aviation Administration (hereinafter "FAA") 1999 Policy and Procedure Concerning the Use of Airport Revenue [64 Fed. Reg. 7696, dated Feb. 16, 1999]; the Airport and Airway Improvement Act of 1982 ("AAIA"), codified at 49 U.S.C. §47107(b); the Federal Aviation Administration Authorization Act of 1994, P.L. 103-305 (Aug. 23, 1994); the Airport Revenue Protection Act of 1996, Title VIII of the Federal Aviation Administration Act of 1996, P.L. 104-264 (Oct. 9, 1996), 110 Stat. 3269 (Oct. 9, 1996); 49 U.S.C. §46301(n)(5); and 49 U.S.C. §47133. The parties also recognize that the Authority has received federal Airport Improvement Project ("AIP") grants containing grant assurance 25, which provides: "All revenues generated by the airport . . . will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport."
10. Compliance with Federal Rates and Charges Policy. The parties recognize the Authority is governed in its setting and collection of airport rates and charges by the FAA's Policy Regarding Airport Rates and Charges, 61 Fed. Reg. 31994, dated June 21, 1996, a policy adopted pursuant to the Federal Aviation Administration Authorization Act of 1994, P.L. 103-305 (Aug. 23, 1994), 49 U.S.C. §47129.

The undersigned have read this Memorandum of Agreement, fully understand its contents, and by the signatures below agree to its terms on behalf of their respective public agencies.

APPROVED AS TO LEGAL FORM

SAN DIEGO ASSOCIATION OF
GOVERNMENTS

by: _____
Julie D. Wiley
General Counsel

by: _____
Gary L. Gallegos
Executive Director

APPROVED AS TO LEGAL FORM

by: _____
Breton K. Lobner
General Counsel

SAN DIEGO COUNTY REGIONAL
AIRPORT AUTHORITY

by: _____
Thella F. Bowens
President and CEO

APPROVED AS TO LEGAL FORM

by: _____
City Attorney

CITY OF SAN DIEGO

by: _____
Jerry Sanders
Mayor



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
619.231.1466 FAX 619.234.3407

DRAFT

Agenda

****JOINT MEETING AND FINANCE WORKSHOP****

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

March 13, 2008

▶▶ 9:00 a.m. ◀◀

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

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

FINANCE WORKSHOP - 9:00 a.m.

**ACTION
RECOMMENDED**

1. Roll Call
2. MTS: FY 2009 Budget Development
Action would receive the MTS FY 2009 operating budget report.
3. Public Comments - Limited to five speakers with three minutes per speaker. Others will be heard after Board Discussion items. If you have a report to present, please give your copies to the Clerk of the Board.
4. Adjournment

Receive

Please turn off cell phones and pagers
during the meeting



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

BOARD MEETING - Meeting will begin when the Finance Workshop ends.

4. a. Roll Call
- b. Approval of Minutes - February 21, 2008 Approve
- c. Public Comments - Limited to five speakers with three minutes per speaker. Others will be heard after Board Discussion items. If you have a report to present, please furnish a copy to the Clerk of the Board.

CONSENT ITEMS

6. SDTI: Radio Communication System Support Services - Contract Amendment Approve
Action would authorize the CEO to exercise the first of two single-year contract extensions with Bearcom Wireless Worldwide, inc. (Doc. No. C.O.019.1-05) to continue to provide San Diego Trolley, Inc. with radio communication system support services.
7. MTS: Capital Improvement Program-Funded Revenue Budget Transfers Approve
Action would: (1) transfer federal funds in Grant No. 5307 CA-90-Y474 and nonfederal Transportation Development Act (TDA) funds from Capital Improvement Program (CIP) 11181 (40-Foot Bus Replacement) into the fiscal year (FY) 2008 CIP 11239 (MCS Purchase CNG Buses); (2) transfer federal funds in Grant No. 5307 CA-90-Y474 and nonfederal TDA funds from CIP 11196 (MCS Purchase 40-Foot CNG Buses South Central) into FY 2008 CIP 11239; (3) transfer federal funds in Grant No. 5307 CA-90-Y561 and nonfederal TDA funds from CIP 11238 (SDTC 26 40-Foot Low-Profile Buses) into FY 2008 CIP 11239; (4) transfer federal funds in Grant No. 5307 CA-90-Y313, Grant No. 5307 CA-90-Y474, Grant No. 5307 CA-90-Y474 nonfederal TDA funds, and nonfederal STA funds from CIP 11417 (MCS Purchase 9 Midsize CNG Buses) into FY 2008 CIP 11239; and (5) fund the entire five-year bus contract (MTS Doc. No. G1101.0-07) with New Flyer America, Inc. with the CIP amounts transferred.
8. MTS: South Bay Maintenance Facility Expansion Project Environmental Declaration Addendum Approve
Action would: (1) declare that the San Diego Association of Governments (SANDAG) is now the lead agency for the project pursuant to Senate Bill 1703 and receive the Final Initial Study/Mitigated Negative Declaration Second Addendum; (2) approve the revised South Bay Maintenance Facility (SBMF) Expansion Project; and (3) transfer funding from East County Bus Maintenance Facility CNG Project to the SBMF Expansion Project.

- | | | |
|-----|--|---------|
| 9. | <u>MTS: Establishment of Additional Local Agency Investment Fund (LAIF) Account</u>
Action would approve Resolution No. 08-4 to establish an investment account in the name of San Diego Transit Corporation within the Local Agency Investment Fund (LAIF) administered by the State Treasurer. | Approve |
| 10. | <u>MTS: Amendments to Assignment of Contract for San Diego Association of Governments' (SANDAG's) On-Call General Transportation Planning Services (Transportation Management and Design, Inc.)</u>
Action would authorize the CEO to ratify Amendment No. 1 and execute Amendment No. 2 to MTS Doc. No. G1107.0-07 with Transportation Management and Design, Inc (TMD) as part of the San Diego Association of Governments (SANDAG's) On-Call General Transportation Planning Services Agreement, which was established as a jobs order contract with MTS. Amendment No. 2 would allow MTS to proceed with the AVL Data Validation and ATP Staff Coaching Project and the Trolley Rehabilitation Phasing Study. | Approve |
| 11. | <u>MTS: Printing of MTS Timetables - Contract Award</u>
Action would authorize the CEO to execute MTS Doc. No. G1144.0-08 with AAA Printing Company to print MTS timetables for a five-year period. | Approve |

CLOSED SESSION

- | | | |
|----|--|-----------------|
| 24 | a. SDTI: CONFERENCE WITH LABOR NEGOTIATORS Pursuant to California Government Code Section 54957.6
Agency-Designated Representative - Jeff Stumbo
Employee Organization - International Brotherhood of Electrical Workers 465 | Possible Action |
| | b. MTS: CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to California Government Code Section 54956.9(a) <u>Metropolitan Transit System v. San Diego State University</u> (Case No. 37-2007-00083692-CU-WM-CTL) | Possible Action |

Oral Report of Final Actions Taken in Closed Session

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

- | | | |
|-----|--|-----------------|
| 30. | <u>MTS: Financial Perspective on the Metropolitan Transit System</u>
Action would receive the white paper and discuss potential next steps. | Possible Action |
|-----|--|-----------------|

REPORT ITEMS

- | | | |
|-----|---|-------------|
| 45. | <u>MTS: Service Performance Monitoring Report for the September 2007 Service Period</u>
Action would receive a report for information. | Receive |
| 46. | <u>SDTI: Year-End Security Report</u>
Action would receive a report for information. | Receive |
| 47. | <u>SDTI: Year-End Chargers Report</u>
Action would receive a report for information. | Receive |
| 48. | <u>MTS: June 2008 Service Changes</u>
Action would: (1) receive a report on service changes proposed for June 2008 implementation; and (2) receive an update on efforts to replace Direct Access to Regional Transit (DART) with a community-based alternative. | Receive |
| 49. | <u>MTS: San Ysidro Border Reconfiguration Project</u>
Action would receive a report on the U.S. General Services Administration's Border Reconfiguration Project and its impact on public transportation. | Receive |
| 60. | <u>Chairman's Report</u> | Information |
| 61. | <u>Audit Oversight Committee Chairman's Report</u> | Information |
| 62. | <u>Chief Executive Officer's Report</u> | Information |
| 63. | <u>Board Member Communications</u> | |
| 64. | <u>Additional Public Comments Not on the Agenda</u>
If the limit of 5 speakers is exceeded under No. 3 (Public Comments) on this agenda, additional speakers will be taken at this time. If you have a report to present, please furnish a copy to the Clerk of the Board. Subjects of previous hearings or agenda items may not again be addressed under Public Comments. | |
| 65. | <u>Next Meeting Date:</u> March 27, 2008 | |
| 66. | <u>Adjournment</u> | |



Metropolitan Transit System

1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
619.231.1466, FAX: 619.234.3407

Agenda

Item No. 6

JOINT MEETING OF THE BOARD OF DIRECTORS
for the

OPS 970.6

Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

**Draft for
Executive Committee**

Review Date: 3/6/08

March 13, 2008

SUBJECT:

SDTI: RADIO COMMUNICATION SYSTEM SUPPORT SERVICES—CONTRACT
AMENDMENT

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to exercise the first of two single-year contract extensions with Bearcom Wireless Worldwide, Inc. (Doc. No. C.O.019.1-05—Attachment A) to continue to provide San Diego Trolley, Inc. (SDTI) with radio communication system support services.

Budget Impact

The total cost of \$29,706.00 would come from SDTI's FY 2008 operating budget (Radio Communication System Maintenance line item 270 53620).

DISCUSSION:

In March 2005, SDTI awarded a radio communication system support services contract (Doc. No. C.O.019.0-05) to Bearcom Wireless Worldwide, Inc. The total contract was not to exceed \$99,000.00 over a three-year period with an option for two single-year extensions.

The three-year base period (during which the original schedule of unit prices for various services was to remain unchanged per contract terms) expires in March 2008. The original contract allowed for an option for two single-year extensions to be exercised at SDTI's discretion. The unit prices for services can be adjusted but the increase cannot




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exceed the San Diego Urban Consumer Price Index over the previous three years per contract terms.

The quality of services by Bearcom Wireless Worldwide, Inc. is highly satisfactory, and the contractor is efficient and responsive to the needs of SDTI; therefore, SDTI staff recommends the continuation of radio communication system support services from Bearcom Wireless Worldwide, Inc. for one more year by exercising the first of the two one-year extension options.

As required by the contract terms, SDTI has negotiated unit-price adjustments for the one-year extension of these services. The contractor has agreed to keep the same schedule of unit prices in the original bid in 2005 for this contract (Attachment A-2). Staff feels that these prices are very reasonable and recommends approval of this extension.



Paul G. Jablonski
Chief Executive Officer

Key Staff Contact: Wayne Terry, 619.595.4906, wayne.terry@sdmts.com

MARCH13-08.6.RADIO SYSTEM CONTRACT AMD.RDESAI.doc

Attachment: A. Draft MTS Doc. No. C.O.019.1-05 (with letter and cost proposal)

DRAFT

March 13, 2008

SDTI Doc. No. C.O.019.1-05
OPS 970.6

Mr. Larry Hammond
Contract Services Manager
Bearcom Wireless Worldwide, Inc.
4506A Federal Boulevard
San Diego, CA 92102

Dear Mr. Hammond:

Subject: AMENDMENT NO. 1 TO SDTI DOC. NO. C.O.019.0-05 – ONE-YEAR CONTRACT
EXTENSION

This letter will serve as Amendment No. 1 to SDTI Doc. No. C.O.019.0-05.

SCOPE OF SERVICES

Provide SDTI radio communication system support services in accordance with the terms and conditions of the original SDTI Radio Communication Support Services Agreement.

SCHEDULE

This amendment extends the contract terms to March 9, 2009.

PAYMENT

The payment schedule for various services as defined in the original contract shall remain unchanged for this one-year extension period. The monthly cost for all services shall not exceed \$2,475.50, and the total cost of all work during this one-year extension period shall not exceed \$29,706.00.

All other terms and conditions of the original Radio Communication System Support Services Agreement shall apply.

If you agree with the above, please sign below and return the document marked "original" to Melissa Fernandez, Contracts Specialist, at MTS. The second copy is for your records:

Sincerely,

Accepted:

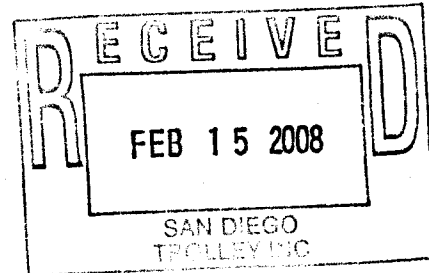
Paul C. Jablonski
Chief Executive Officer

Larry Hammond
Bearcom Wireless Worldwide, Inc.

MARCH13-08.6.AttA.RADIO SYST
AMD CO0191-05.RDESAI.doc

Date: _____

Attachments: Letter and Cost Proposal



January 30, 2008

E. Wayne Terry
Vice President of Operations
San Diego Trolley, Inc.
1255 Imperial Ave., Ste. 900
San Diego, CA 92101-7492

This letter is to confirm our intent to accept a one (1) year extension to the maintenance agreement between Bearcom and San Diego Trolley with no rate changes.

Please feel free to contact me with any questions or concerns at 619-453-5396.

Respectfully,

A handwritten signature in black ink, appearing to read "Rick Andrews", with a long horizontal flourish extending to the right.

Rick Andrews
General Manager

Contract renewal

A second handwritten signature in black ink, appearing to read "Rick Andrews", with a long horizontal flourish extending to the right.

COST PROPOSAL

SDTI RADIO COMMUNICATION SUPPORT SERVICES

PER MONTH

PER MONTH

	Description	Qty.	Unit Price*	Extended Price
1	HT1250 Portable Radio	38	\$ 4.00	\$ 152.00
2	HT1000 Portable Radio	206	\$ 3.25	\$ 669.50
3	MT1000 Portable Radio	27	\$ 3.25	\$ 87.75
4	Radius P200 Portable Radio	15	\$ 3.25	\$ 48.75
5	GP300	4	\$ 3.25	\$ 13.00
6	PC1H3 GE Phoenix Mobile Radio	12	\$ 2.00	\$ 24.00
7	CDM1250 Mobile Radio	44	\$ 2.25	\$ 99.00
8	Max-Trac Mobile Radio	217	\$ 2.25	\$ 488.25
9	Multi-Unit Charger	23	\$ 4.00	\$ 92.00
10	Desktop Rapid Charger	21	\$.50	\$ 10.50
11	Central Electronic Bank	1	\$ 45.00	\$ 45.00
12	CentraCom Console	3	\$ 20.00	\$ 60.00
13	MSR 2000 with Coded ID	8	\$ 30.00	\$ 240.00
14	SpectraTac Comparator	4 7.24	\$ 20.00	\$ 140.00
15	T1903 Remote	1	\$ 6.00	\$ 6.00
16	T1605 Remote	1	\$ 6.00	\$ 6.00
17	Satellite Receiver	30	\$ 9.00	\$ 270.00
18	MDC Decoder	5	\$ 4.66	\$ 23.33
19	Trucks/Auto Mobile Radio antenna removal and reinstallation	10**	\$ 125.00	\$
20			\$	\$
21	Extra work hourly labor rate	***	\$ 60.00/Hr.	N/A

COST PROPOSAL

SDTI RADIO COMMUNICATION SUPPORT SERVICES


EXTENDED
PER MONTH

22			\$	\$ 2,475. ⁰⁰
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*Cost of repair / maintenance per item per month.

** This will not be included in monthly payment. It will be paid if and when services are rendered.

*** Extent and frequency of this work is unknown at this time (see section 3, item 8).


 Authorized Officer's Signature

3-7-05
 Date

Grand Total \$ 2,475.⁰⁰ / MONTH

LARRY HAMMOND CONTRACT SERVICE MANAGER
 Authorized Officer's Name and Title

BEARCAN WIRELESS WORLDWIDE
 Company Name and Address

619-263-2159
 Company Telephone Number



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
619.231.1466, FAX: 619.234.3407

Agenda

Item No. 7

JOINT MEETING OF THE BOARD OF DIRECTORS
of the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

CIPs 11181, 11196,
11238, 11239, 11417

**Draft for
Executive Committee
Review Date: 3/6/08**

March 13, 2008

SUBJECT:

MTS: CAPITAL IMPROVEMENT PROGRAM-FUNDED REVENUE BUDGET
TRANSFERS

RECOMMENDATION:

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

1. transfer federal funds in Grant No. 5307 CA-90-Y474 of \$1,192,080 and nonfederal Transportation Development Act (TDA) of \$298,020 from Capital Improvement Program (CIP) 11181 (40-Foot Bus Replacement) totaling \$1,490,100 into the fiscal year (FY) 2008 CIP 11239 (MCS Purchase CNG Buses);
2. transfer federal funds in Grant No. 5307 CA-90-Y474 of \$40,000 and nonfederal TDA funds of \$10,000 from CIP 11196 (MCS Purchase 40-Foot CNG Buses South Central) totaling \$50,000 into FY 2008 CIP 11239;
3. transfer federal funds in Grant No. 5307 CA-90-Y561 of \$6,928,000 and nonfederal TDA funds of \$1,732,000 from CIP 11238 (SDTC 26 40-Foot Low-Profile Buses) totaling \$8,660,000 into FY 2008 CIP 11239;
4. transfer federal funds in Grant No. 5307 CA-90-Y313 of \$12,000, Grant No. 5307 CA-90-Y474 funds of \$217,680, Grant No. 5307 CA-90-Y474 nonfederal TDA funds of \$57,420, and nonfederal STA funds of \$2,127,882 from CIP 11417 (MCS Purchase 9 Midsize CNG Buses) totaling \$2,414,982 into FY 2008 CIP 11239; and



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

5. fund the entire five-year bus contract (MTS Doc. No. G1101.0-07) with New Flyer America, Inc. with the CIP amounts transferred (per Attachment A).

Budget Impact

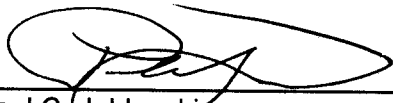
There are no net budgetary impacts to all respective projects. The transfers would allow the use of all funds that would otherwise be split between several project numbers.

DISCUSSION:

CIP 11239 was funded in MTS FY 2008 CIP to purchase 40-foot buses for MTS Contract Services (MCS). Several other projects received funding to purchase buses for San Diego Transit, Inc. and MCS. The newly acquired contract with New Flyer America, Inc. encompasses the purchase of all 40-foot buses for the next five years. As CIPs 11181, 11196, 11238, and 11417 are all for the procurement of 40-foot buses, MTS staff would like to streamline the internal process that utilizes this contract and, therefore, staff recommends the following:

- transfer \$1,490,100 from CIP 11181 into the FY 2008 CIP 11239;
- transfer \$50,000 from CIP 11196 into the FY 2008 CIP 11239;
- transfer \$8,660,000 from CIP 11238 into the FY 2008 CIP 11239; and
- transfer \$2,414,982 from CIP 11417 into the FY 2008 CIP 11239;

These transfers would allow MTS staff to track the purchase of the buses and funding in a more efficient manner with no impact to project delivery.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Cliff Telfer, 619.557.4532, cliff.telfer@sdmts.com

MARCH13-08.7.CIP TRANSFERS.LFOWLER.doc

Attachment: A. Budget Transfer Summary

BUDGET TRANSFER SUMMARY

CIP NO.	PROJECT NAME	BUDGETS		
		<i>Existing</i>	<i>Proposed</i>	<i>Change</i>
11181	40-foot Bus Replacement	\$1,490,100	\$0	(\$1,490,100)
11196	MCS Purchase 40-foot CNG Buses	\$50,000	\$0	(\$50,000)
11238	SDTC 26 40-foot CNG Low-Profile Buses	\$8,660,000	\$0	(\$8,660,000)
11417	MCS Midsize CNG Buses	\$2,414,982	\$0	(\$2,414,982)
11239	MCS 40-foot CNG Buses	\$11,310,000	\$23,925,082	\$12,615,082



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Agenda

Item No. 8

JOINT MEETING OF THE BOARD OF DIRECTORS
for the

CIP 10485

Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

March 13, 2008

**Draft for
Executive Committee
Review Date: 3/6/08**

SUBJECT:

MTS: SOUTH BAY MAINTENANCE FACILITY EXPANSION PROJECT
ENVIRONMENTAL DECLARATION ADDENDUM

RECOMMENDATION:

That the Board of Directors:

1. declare that the San Diego Association of Governments (SANDAG) is now the lead agency for the project pursuant to Senate Bill 1703 and receive the Final Initial Study/Mitigated Negative Declaration Second Addendum (Attachment A);
2. approve the revised South Bay Maintenance Facility (SBMF) Expansion Project; and
3. transfer funding from East County Bus Maintenance Facility CNG Project to the SBMF Expansion Project.

Budget Impact

The SBMF Expansion Project (CIP 1048500) budget would increase from \$8,132,922 to \$10,432,922 and the East County Bus Maintenance Facility CNG Project (CIP 1142700) would decrease from \$3,251,260 to \$951,260.

DISCUSSION:

The purpose of this agenda item is to provide an update on the SBMF Expansion Project (Attachment B) and amend the environmental documents so that they include the full



Metropolitan Transit System (MTS) is comprised of the Metropolitan Transit Development Board (MTDB) a California public agency, San Diego Transit Corp., and San Diego Trolley, Inc., in cooperation with Chula Vista Transit and National City Transit. MTS is Taxicab Administrator for eight cities. MTDB is owner of the San Diego and Arizona Eastern Railway Company. MTDB Member Agencies include: City of Chula Vista, City of Coronado, City of El Cajon, City of Imperial Beach, City of La Mesa, City of Lemon Grove, City of National City, City of Poway, City of San Diego, City of Santee, and the County of San Diego.

build-out of the project. There are two parcels of the SBMF that have not yet been purchased—one of the parcels (at 3630 Main Street in El Cajon) was previously removed from the project due to environmental concerns in 2003. The environmental concerns have all been mitigated, and the County of San Diego has deemed the site's hazardous issues to be closed. Further studies were conducted by MTS in 2005-2006 regarding the full SBMF expansion plan, and both the 3630 Main Street parcel and the parcel not acquired to date at 3650 Main Street (the north parcel of SAVON Self-Storage) need to be acquired to meet the full build-out goal to accommodate a fleet of 160 to 190 buses.

Background

MTS purchased the South Bay Maintenance Facility in December 1992, and it became operational in January 1993. The facility (four acres) was originally planned for a storage capacity of 80 to 90 buses. As a result of the addition of two compressed natural gas (CNG) fueling stations, loss of employee parking in the surrounding area, and additional routes operating out of the facility, the ideal design capacity is now 160 to 190 buses. Property was acquired from 2001 to 2003 to increase the site size to approximately six acres as part of the SBMF Expansion Project, which would comfortably accommodate 130 to 140 buses. However, the South Bay facility currently houses 155 buses and approximately 500 employees and is extremely crowded. The property expansion has not been completed due to funding limitations and environmental issues.

California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration

MTS has been successful in acquiring four of the six parcels. The two parcels remaining will not adversely affect the environmental impacts and mitigations previously identified in the original 2001 Final Initial Study/Mitigated Negative Declaration and in the addendum conducted in 2003. MTS, via the San Diego Association of Governments (SANDAG), contracted with Helix Environmental Planning, Inc. to review the study and prepare an addendum that ensures that both remaining parcels are fully covered in the study. A second addendum (Attachment A) has been prepared in accordance with CEQA requirements. Review of the previous studies indicates that there are no new significant environmental impacts or substantial increases in the severity of previously identified significant environmental impacts as a result of the modifications to the SBMF Expansion Project. The second addendum has been prepared to provide the environmental clearance of the revised project under CEQA. SANDAG's Board of Directors will be taking action to adopt the findings of the second addendum as the lead agency.

National Environmental Policy Act of 1969 (NEPA) Categorical Exclusion for SBMF Modifications

In 2001, MTS provided the Federal Transit Administration (FTA) with documents to support a categorical exclusion for the SBMF Expansion Project—no official action is required by SANDAG or MTS to modify those documents. The documents from 2001 include five of the six parcels originally targeted for acquisition, including the 3630 Main Street parcel. The sixth parcel to be added to the NEPA categorical exclusion project description is the parcel at 3650 Main Street (the north parcel of

SAVON Self-Storage). The change in project description for the SBMF Expansion Project categorical exclusion will be handled via letter to the FTA's regional office.

Transfer of Project Funds

The East County Maintenance Facility is being reconsidered for possible alternative fueling scenarios, including natural gas and gasoline-hybrid power sources. A capital project exists with \$3.25 million in funding for the future East County Facility CNG fuel station. Staff has identified an opportunity to acquire property for the South Bay Maintenance Facility. As a result, staff is recommending that \$2.3 million of that funding be shifted to the South Bay Maintenance Facility for right-of-way acquisition in order to purchase the 3630 Main Street parcel. The funding shift would also allow for some minor projects at that parcel for security lighting, fencing/walls, and site improvements to comply with the environmental mitigation.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Susan Hafner, 619.595.3084, Susan.Hafner@sdmts.com

MARCH13-08.8.SBMF PROJ ENVIRON DECL.EHURWITZ.doc

Attachments: A. Final Initial Study/Mitigated Negative Declaration Second Addendum **(Board Only)**
B. SBMF Expansion Project Acquisition Status

SOUTH BAY MAINTENANCE FACILITY EXPANSION PROJECT ACQUISITION STATUS

PARCEL NUMBER	CURRENT OWNER	PRIOR OWNER	ADDRESS	SIZE ACRES	CEQA ORIGINAL FIS/MND	CEQA ADDENDUM ONE	CEQA ADDENDUM TWO	NEPA CAT. EXCLUSION	PURCHASE DATE	FUNDING AVAILABLE
CURRENT MTS PROPERTY										
623-250-21	MTS	Shirey	3650A Main	1.35	1992	NA	NA	1992	1992	YES
623-250-22	MTS	Shirey	3650A Main	2.72	1992	NA	NA	1992	1992	YES
623-250-20	MTS	Duk	3620 Main	0.55	2001	NA	NA	2001	2001	YES
623-250-19	MTS	Wells	3610 Main	0.42	2001	NA	NA	2001	2003	YES
623-250-26	MTS	Wells	3620 Main	0.57	2001	NA	NA	2001	2003	YES
623-250-24	MTS	H&T USA, Ltd.	3648 Main	0.69	2001	NA	NA	2001	2002	YES
CURRENT SIZE				6.30						
FUTURE ACQUISITIONS										
623-250-25	Zoura	Yaikan	3630 Main	1.49	2001	Not Included	2008	2001	TBD	YES
623-250-23	Luciani	Luciani	3650 Main	2.83	Not Included	2003	2008	2008	TBD	NO
TOTAL BUILD-OUT SIZE				10.62						

SBMF EXPANSION ACQUISITION
2.20.08



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Agenda

Item No. 9

JOINT MEETING OF THE BOARD OF DIRECTORS

FIN 340

of the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

March 13, 2008

**Draft for
Executive Committee
Review Date: 3/6/08**

SUBJECT:

MTS: ESTABLISHMENT OF ADDITIONAL LOCAL AGENCY INVESTMENT FUND (LAIF)
ACCOUNT

RECOMMENDATION:

That the Board of Directors approve Resolution No. 08-4 (Attachment A) to establish an investment account in the name of San Diego Transit Corporation within the Local Agency Investment Fund (LAIF) administered by the State Treasurer.

Budget Impact

There is no net budgetary impact.

DISCUSSION:

MTS invests excess funds in an LAIF account that currently pays a favorable rate of interest. The MTS account has reached the \$40,000,000 per-agency investment limit permitted by LAIF administrative rules. A second account is required to invest additional funds in LAIF, which permits only one account per agency. SDTC previously had an LAIF account that was closed last year, and LAIF is prepared to reopen the account upon receipt of this approved resolution; therefore, staff is requesting Board approval of Resolution No. 08-4.


Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Cliff Telfer, 619.557.4532, cliff.telfer@sdmts.com

MARCH13-08.9.LAIF INVEST ACCT. LMUSENGO.doc

Attachment: A. Resolution No. 08-4



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

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 08-4

Resolution Approving Establishment of Additional LAIF Investment Account
in the Name of San Diego Transit Corporation

WHEREAS, section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund (LAIF) in the State Treasury for the deposit of money of a local agency for the purposes of investment by the State Treasurer; and

WHEREAS, the existing LAIF account in use by the Metropolitan Transit System (MTS) has reached the statutory limit as established by the State Treasurer, and MTS desires an investment outlet for additional funds; and

WHEREAS, LAIF administrative rules and regulations permit only one account for each agency;
and

WHEREAS, San Diego Transit Corporation had an active LAIF investment account until January 2007;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby authorize the deposit and withdrawal of San Diego Transit Corporation monies in the Local Agency Investment Fund in the State Treasury in accordance with MTS Policy No. 30 and the provisions of section 16429.1 of the California Government Code for the purpose of investment as stated therein and verification by the State Treasurer's Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED, that the following San Diego Transit Corporation officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the LAIF:

Paul Jablonski, General Executive Officer
Tiffany Lorenzen, Counsel
Cliff Telfer, Chief Financial Officer
Tom Lynch, Controller
Linda Musengo, Finance Manager

PASSED AND ADOPTED by the Board of Directors this ____ day of _____ 2008, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

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

Office of the General Counsel
San Diego Metropolitan Transit System

MARCH13-08.9.LAIF INVEST ACCT. LMUSENGO.doc



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Agenda

Item No. 10

JOINT MEETING OF THE BOARD OF DIRECTORS
for the

Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

March 13, 2008

SRTP 805

**Draft for
Executive Committee
Review Date: 3/6/08**

SUBJECT:

MTS: AMENDMENTS TO ASSIGNMENT OF CONTRACT FOR SAN DIEGO
ASSOCIATION OF GOVERNMENTS' ON-CALL GENERAL TRANSPORTATION
PLANNING SERVICES (TRANSPORTATION MANAGEMENT AND DESIGN, INC.)

RECOMMENDATION:

That the MTS Board of Directors authorize the Chief Executive Officer (CEO) to ratify Amendment No. 1 (Attachment A) and execute Amendment No. 2 (Attachment B) to MTS Doc. No. G1107.0-07 with Transportation Management and Design, Inc (TMD) as part of the San Diego Association of Governments (SANDAG's) On-Call General Transportation Planning Services Agreement, which was established as a jobs order contract with MTS. Amendment No. 2 would allow MTS to proceed with the AVL Data Validation and ATP Staff Coaching Project and the Trolley Rehabilitation Phasing Study.

Budget Impact

The amount of contract Amendment No. 2 would be \$145,000. Of that amount, \$65,000 would be assigned to the AVL Data Validation and ATP Staff Coaching Project to be paid by MTS budget line item 50451-53114, and \$80,000 would be assigned to the Trolley Rehabilitation Phasing Study to be paid by MTS Capital Improvement Program (CIP) No. 11248 (SANDAG CIP No. 1210001 Blue Line Stations). Amendment No. 1 assigned \$20,000 from the contract to MTS for scheduling assistance.



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DISCUSSION:

On April 13, 2007, SANDAG and MTS conducted and completed a competitive procurement process for general on-call transportation planning services that is available to MTS through a job order contract process under SANDAG Contract No. 5000776. The original amount of this contract was \$30,000.


On November 21, 2007, the agreement was amended (Attachment A) for an additional \$20,000 to provide MTS scheduling assistance for January 2008 service changes.

Contract Amendment No. 2 would allow MTS to execute an agreement with TMD to assist with the AVL Data Validation and ATP Coaching Project needs as well as move forward with the Trolley Rehabilitation Phasing Study.

The AVL Data Validation and ATP Coaching Project would:

1. determine the extent to which a sustainable process is in place that would feed MTS schedulers with valid running time data that could be readily imported in Hastus ATP;
2. validate the current AVL data through a variety of statistical analytical methods focused on standard deviation; and
3. review current MTS data processing methods, storage, and retrieval systems currently in place for converting AVL data into ATP format.

The Trolley Rehabilitation Phasing Study would include developing a long-term vision and plan for the trolley system and reviewing an implementation plan for various network improvements, which would include rehabilitation of the Blue and Orange Lines and fleet.



Paul G. Jablonski
Chief Executive Officer

Key Staff Contact: Mike Daney, 619.515.0932, mike.daney@sdmts.com

MARCH13-08.10.TMD AMD2.MDANEY.doc

Attachments: A. MTS Doc. No. G1107.1-07
B. MTS Doc. No. G1107.2-07

 ORIGINAL

Project Number: Various
Contract Number: 5000776
MTS Doc. #G1107.1-07

**Amendment 1 to Assignment of Contract For
San Diego Association of Government's
On-Call General Transportation Planning Services
(Transportation Management and Design, Inc.)**

THIS AMENDMENT 1 TO ASSIGNMENT AND ASSUMPTION OF CONTRACT FOR ON-CALL GENERAL TRANSPORTATION SERVICES is made and entered into on this ____ day of November 2007, between the San Diego Association of Governments (SANDAG), a regional public agency (hereinafter "Assignor"), the Metropolitan Transit System (MTS), a California public agency (hereinafter "Assignee"), and Transportation Management and Design, Inc. (Contractor), in view of the following recitals which are a substantive part of this Amendment:

WHEREAS, under the original Agreement Assignor entered into an On-Call General Transportation Services Contract with Contractor on April 13, 2007, for SANDAG Contract Number 5000776; and

WHEREAS, under the original Assignment Assignor assigned, transferred and set over unto Assignee a \$35,000 portion all of Assignor's interest in its contract for On-Call General Transportation Services, Contract Number 5000776, effective May 1, 2007, a copy of which is incorporated here in by reference; and

WHEREAS, Assignee has requested and Assignor has agreed that the Assignment be amended to transfer and additional \$20,000 of the value of Contract Number 5000776 to Assignee:

NOW THEREFORE, the parties agree as follows.


1. The maximum amount of the Assignment from the Assignor to the Assignee shall be increased from \$35,000 to \$55,000.
2. This Amendment 1 to Assignment may be executed and delivered by facsimile signature and a facsimile signature shall be treated as an original. This Amendment 1 to Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment 1 to Assignment.

All other provisions of said Amendment 1 to Assignment not amended herein shall remain in full force and effect.


THE EFFECTIVE DATE OF THIS AMENDMENT 1 TO ASSIGNMENT IS on or after November 21, 2007.

IN WITNESS WHEREOF, Assignor, Assignee, and Contractor have caused this Amendment 1 to Assignment to be executed and delivered as of the date first set forth above.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

By: 
Bob Leiter, Director of Planning

Approved as to form:

By: 
Office of General Counsel

METROPOLITAN TRANSIT SYSTEM

By: 
Paul Jablonski, Chief Executive Officer

Approved as to form:

By: 
Office of General Counsel

Contractor hereby consents to Amendment 1 to the Assignment of SANDAG Contract Number 5000776 from Assignor to Assignee. Consent granted and effective as of this _____ of November 2007.

TRANSPORTATION MANAGEMENT AND DESIGN, INC.

By: _____
Print Name/Title and Sign

By: _____
Bob Leiter, Director of Planning

Approved as to form:

By: _____
Office of General Counsel

METROPOLITAN TRANSIT SYSTEM

By: _____
Paul Jablonski, Chief Executive Officer

Approved as to form:

By: _____
Office of General Counsel

Contractor hereby consents to Amendment 1 to the Assignment of SANDAG Contract Number 5000776 from Assignor to Assignee. Consent granted and effective as of this ____ of November 2007.

TRANSPORTATION MANAGEMENT AND DESIGN, INC.

By: Russell Chisholm, President Russell Chisholm
Print Name/Title and Sign

Project Number: Various

Contract Number: 5000776

MTS Document Number: G1107.2-07

**Amendment 2 to Assignment of Contract For
San Diego Association of Government's
On-Call General Transportation Planning Services
(Transportation Management and Design, Inc.)**

THIS AMENDMENT 2 TO ASSIGNMENT AND ASSUMPTION OF CONTRACT FOR ON-CALL GENERAL TRANSPORTATION SERVICES is made and entered into on this 31st day of January 2008, between the San Diego Association of Governments (SANDAG), a regional public agency (hereinafter "Assignor"), the Metropolitan Transit System (MTS), a California public agency (hereinafter "Assignee"), and Transportation Management and Design, Inc. (Contractor), in view of the following recitals which are a substantive part of this Amendment:

WHEREAS, under the original Agreement Assignor entered into an On-Call General Transportation Services Contract with Contractor on April 13, 2007, for SANDAG Contract Number 5000776; and

WHEREAS, under the original Assignment Assignor assigned, transferred and set over unto Assignee a \$35,000 portion all of Assignor's interest in its contract for On-Call General Transportation Services, Contract Number 5000776, effective May 1, 2007, a copy of which is incorporated herein by reference; and

WHEREAS, on November 21, 2007, the Agreement was amended to transfer an additional \$20,000 of the value of Contract Number 5000776 to Assignee for On-Call General Transportation Services; and

WHEREAS, Assignee has requested and Assignor has agreed to enter into Amendment 2 to the Agreement to transfer an additional \$145,000 of the value of Contract Number 5000776 to Assignee:

NOW THEREFORE, the parties agree as follows.

1. The maximum amount of the Assignment from the Assignor to the Assignee shall be increased from \$55,000 to \$200,000.
2. This Amendment 2 to Assignment may be executed and delivered by facsimile signature and a facsimile signature shall be treated as an original. This Amendment 2 to Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment 2 to Assignment.

All other provisions of said Amendment 2 to Assignment not amended herein shall remain in full force and effect.

THE EFFECTIVE DATE OF THIS AMENDMENT 2 TO ASSIGNMENT IS on or after January 31, 2008.

IN WITNESS WHEREOF, Assignor, Assignee, and Contractor have caused this Amendment 2 to Assignment to be executed and delivered as of the date first set forth above.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

By: _____
Bob Leiter, Director of Planning

Approved as to form:

By: _____
Office of General Counsel

METROPOLITAN TRANSIT SYSTEM

By: _____
Paul Jablonski, Chief Executive Officer

Approved as to form:

By: _____
Office of General Counsel

Contractor hereby consents to Amendment 2 to the Assignment of SANDAG Contract Number 5000776 from Assignor to Assignee. Consent granted and effective as of this 31st day of January 2008.

TRANSPORTATION MANAGEMENT AND DESIGN, INC.

By: _____
Print Name/Title and Sign



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

Agenda

Item No. 11

JOINT MEETING OF THE BOARD OF DIRECTORS
for the

MKPC 640

Metropolitan Transit System,
San Diego Transit Corporation and
San Diego Trolley, Inc.

March 13, 2008

**Draft for
Executive Committee
Review Date: 3/6/08**

SUBJECT:

MTS: PRINTING OF MTS TIMETABLES - CONTRACT AWARD

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1144.0-08 (in substantially the same format as Attachment A) with AAA Printing Company to print MTS timetables for a five-year period.

Budget Impact

AAA Printing Company's bid prices per year are as follows:

➤	Year 1	\$281,217.78
➤	Year 2	\$295,161.88
➤	Year 3	\$309,854.28
➤	Year 4	\$325,351.41
➤	Year 5	\$341,556.29

This contract would cover a five-year period, and the total cost would not exceed \$1,553,141.64. The cost is based on the estimated annual quantities of timetables budgeted annually under MTS bus and rail operations using local funding.

DISCUSSION:

Background

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


On December 12, 2007, MTS issued an Invitation for Bids (IFB) to interested parties for printing MTS timetables. In an effort to consolidate procurements, this solicitation combined printing timetables for MTS bus operations, Access and Americans with



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

Disabilities Act (ADA) services, and rail operations. The schedules or timetables (as they are often referred to) contain fare information, the times when buses and trolleys will be at each stop, and a map of the routes. The timetables are printed in both English and Spanish.

Five bids were received on January 29, 2008 (see Bid Summary - Attachment B). AAA Printing Company was the lowest responsive, responsible bidder for the five-year period at \$1,553,141.64; therefore, pursuant to MTS policy, staff recommends award of the contract to AAA Printing Company.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contacts: Jim Byrne 619.238.0100, Ext. 6420, jim.byrne@sdmts.com
Dan McCaslin, 619.238.0100, Ext. 7035, daniel.mccaslin@sdmts.com

MARCH13-08.11.TIMETABLES.CAQUINO.doc

Attachments: A. Draft Agreement for AAA Printing Company
B. Bid Summary

STANDARD SERVICES AGREEMENT

G1144.0-08
CONTRACT NUMBER

DRAFT

FILE NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____ 2008, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: AAA Printing Company.Address: 1315 BroadwayForm of Business: Corporation
(Corporation, partnership, sole proprietor, etc.)El Cajon, CA 92021Telephone: 619-447-7468Authorized person to sign contracts: David Bueltel
NameOwner
Title

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

Provide printing of timetables for MTS and its bus and rail operations as stipulated in MTS's Invitation for Bid (IFB) for Printing of MTS Timetables, MTS Doc. No. G1144.0-08; including Addendum No. 1, MTS's Responses to Written Questions/Clarifications; and in accordance with the Standard Procurement Agreement, including the Standard Conditions Procurement, Safety Department's SOP (SAF-016), and AAA Printing Company's Bid Proposal dated 1/29/08. If there are inconsistencies between the IFB and Addendum, Responses to Questions/Clarifications, Standard Procurement Agreement, and/or the Standard Conditions Procurement, and Federal Requirements the following order of precedence will govern the interpretation of this contract:

1. MTS's Printing of MTS Timetables IFB, Addendum No. 1, MTS's Responses to Written Questions/Clarifications, and AAA Printing Company's Bid Proposal dated 1/29/08.
- 1.
2. Standard Procurement Agreement, including the Standard Conditions Procurement.

This contract shall remain in effect for five years effective April 1, 2008 thru March 31, 2013. Total contract amount shall not exceed \$1,553,141.64.

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

AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
\$1,553,141.64	Various	08-13

By: _____
Chief Financial Officer

Date



Metropolitan Transit System

Purchasing Department
100 16th Street
San Diego, CA 92101
619.238.0100 FAX 619.696.7084

Att. B, AI 11, 3/13/08

BID SUMMARY

MTS IFB NO. G1144-0-08
Printing of MTS Timetables

COMPANY NAME	BID AMOUNT
AAA Printing Company * 1315 Broadway El Cajon, CA 92021	\$ 1,553,141.64
Economy Print & Image ** 7515 Metropolitan Dr. San Diego, CA 92108	\$ 2,153,663.17
Express Printing 4202 Sorrento Valley Blvd., Suite S San Diego, CA 92121	\$ 2,170,511.74
Birmingham Press 9330 Carroll Park Dr. San Diego, CA 92121	\$ 2,462,463.81
Diego & Son Printing 2104 National Ave. San Diego, CA 92113	\$ 3,194,842.45

* Lowest responsive, responsible bidder

** Nonresponsive bidder

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Metropolitan Transit System (MTS) is comprised of the Metropolitan Transit Development Board (MTDB) a California public agency, San Diego Transit Corp., and San Diego Trolley, Inc., in cooperation with Chula Vista Transit and National City Transit. MTS is Taxicab Administrator for eight cities. MTDB is owner of the San Diego and Arizona Eastern Railway Company. MTDB Member Agencies include: City of Chula Vista, City of Coronado, City of El Cajon, City of Imperial Beach, City of La Mesa, City of Lemon Grove, City of National City, City of Poway, City of San Diego, City of Santee, and the County of San Diego.