Revised Agenda on 10/6/2026 at 5:00 pm for the following items:

- Item 2 – Amended agenda title to add "and Safety Message"
- Item 4 – Revised into two sub-Items: 4.a. (formerly Item 4) and 4.b. (formerly Item 21.d.)
- Item 8.d. is now Item 10.b. – Moved from *Consent Calendar* to *Report of the General Manager/CEO* (Item 10.b.), Revised agenda title, Materials added (Pages 134-135)
- Item 8 – Renumbered subitems 8.d. through 8.g.
- Items 9.a. and 9.b. – Amended agenda title to add "Proclamation"
- Item 10 – Revised into two sub-Items: 10.a. (formerly Item 10) and 10.b. (formerly Item 8.d.)
- Item 12.d. – Community Advisory Committee Update Report from CAC Chair Added (Page 144)
- Item 12.g. – Revised staff report (Page 155)
- Item 21.d. is now Item 4.b.
- Items 22 and 23 – Removed from agenda; Closed Session Items will be reported out at the November 4, 2026 Board of Directors meeting
- Item 24 – Renumbered to Item 22

BOARD OF DIRECTORS 2026

MARIE CHUANG, CHAIR
BROOKS ESSER, VICE CHAIR
DAVID J. CANEPA
MARINA FRASER
JEFF GEE
RICO E. MEDINA
JOSH POWELL
PETER RATTO
JACKIE SPEIER

APRIL CHAN
GENERAL MANAGER/CEO

REVISED AGENDA

San Mateo County Transit District

Board of Directors Meeting

October 7, 2026, 2:00 pm

Public Hearing Room, 5th Floor
166 North Rollins Road, Millbrae, CA 94030

Members of the public may attend in person at the noticed location(s) or participate remotely via Zoom at: **https://us02web.zoom.us/j/86938147935?pwd=yBjq6YBO0HplQvQFJaNNy7sIOut2yY.1** or by entering Webinar ID: **869 3814 7935**, Passcode: **882894** in the Zoom app for audio/visual capability or by calling 1-669-900-9128 (enter webinar ID and press # when prompted for participant ID) for audio only. The video live stream will be available after the meeting at https://www.samtrans.com/about-samtrans/video-board-directors-cac-and-measure-w-coc.

Public Comments: Written public comments may be emailed to publiccomment@samtrans.com or mailed to 166 North Rollins Road, Millbrae, CA 94030, and will be compiled and posted weekly along with any Board correspondence. Any written public comments received within two hours prior to the start of the meeting will be included in the weekly Board correspondence reading file, posted online at: https://www.samtrans.com/meetings.

Note: All items appearing on the agenda are subject to action by the Board. Staff recommendations are subject to change by the Board.

Oral public comments will also be accepted during the meeting in person and through Zoom* or the teleconference number listed above. Public comments on individual agenda items are limited to one per person PER AGENDA ITEM. Participants using Zoom over the Internet should use the Raise Hand feature to request to speak. For participants calling in, dial *67 if you do not want your telephone number to appear on the live broadcast. Callers may dial *9 to use the Raise Hand feature for public comment. Each commenter will be recognized to speak and callers should dial *6 to unmute themselves when recognized to speak.

Each public comment is limited to one minute or less. The Board and Committee Chairs have the discretion to manage the Public Comment process in a manner that achieves the purpose of public communication and assures the orderly conduct of the meeting.

Wednesday, October 7, 2026 2:00 pm

1. Call to Order / Pledge of Allegiance

2. Roll Call and Safety Message

3. Report Out from Closed Session at September 2, 2026 Board of Directors Meeting

   3.a. Closed Session: Conference with Legal Counsel – Existing Litigation Pursuant to Government Code Section 54956.9(d)(1): Maria Concepcion Reyes v. San Mateo County Transit District, Superior Court of California, County of San Mateo, Case No. 25-CIV-02235

   3.b. Closed Session Pursuant to Government Code section 54957(a): Threat to Public Services/Facilities – Consultation with David Santoro, Chief Administrative Officer; Tabby Davenport, Director of Safety and Security; and Scott Kirkpatrick, Deputy Director of Safety and Security

4. Recess to Closed Session

   4.a. ~~Recess to~~ Closed Session: Conference with Legal Counsel – Existing Litigation Pursuant to Government Code Section 54956.9(d)(1): San Mateo County Transit District v. SFIII Millbrae, LLC, et al., Superior Court of California, County of San Mateo, Case No. 26-CIV-06530

   4.b. Closed Session: Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8
   Property: 166 North Rollins Road, 4th Floor, Millbrae, California
   Negotiating Party: Voice Intelligence Labs, Inc.
   Agency Negotiator: April Chan, Joshuah Mello
   Under Negotiation: Price and Terms of Lease Payment

Note: All items appearing on the agenda are subject to action by the Board. Staff recommendations are subject to change by the Board.

5. Reconvene Open Session

6. Report Out from Closed Session

7. Public Comment for Items Not on the Agenda

   Comments by each individual speaker shall be limited to one (1) minute. Items raised that require a response will be deferred for staff reply.

8. Consent Calendar

8.a.	Approval of Minutes of the Board of Directors Meeting of September 2, 2026	Motion
8.b.	Accept Updated Monthly and Quarterly State of Service Reports	Motion
8.c.	Accept Quarterly Fuel Hedge Update	Motion
~~8.d.~~	~~Reject All Bids for the North Base Water Line Replacement Project~~	~~Motion~~
8.d. ~~8.e.~~	Authorizing the General Manager/CEO to Enter into a Ten-Year Lease with the County of San Mateo for Property Used as a Homeless Shelter at the District's North Maintenance Base	Resolution
8.e. ~~8.f.~~	Modifying the Zero Emissions Bus Project to Include Construction and Use of Permanent Hydrogen Fueling Infrastructure and Adopting a Second Addendum to the Negative Declaration	Resolution
8.f. ~~8.g.~~	Authorizing the Application for and Receipt of Annual Low Carbon Transit Operations Program Funds for the Procurement of Zero Emission Buses and the Redwood City/El Camino Real Bus Boarding Islands and Stop Balancing Project	Resolution
8.g. ~~8.h.~~	Authorizing an Amendment to the Contract with Shaw HR Consulting, Inc. for Americans with Disabilities Act (ADA) Interactive Consulting Services to Extend the Term by Five Years and Increase the Amount by $250,000	Resolution

9. Report of the Chair

9.a.	Proclamation Honoring Filipino American History Month	Motion
9.b.	Proclamation Declaring October as Cybersecurity Awareness Month	Motion

Note: All items appearing on the agenda are subject to action by the Board. Staff recommendations are subject to change by the Board.

9.c.	Announce Recruitment for Board of Director Public Member Seat Representing Coastside for a Term Beginning January 1, 2027, and Ending December 31, 2030	Informational
9.d.	Announce Nominating Subcommittee for Board of Director Public Member Seat	Informational

10. Report of the General Manager/CEO

10.a.	Report of the General Manager/CEO | September 30, 2026	Informational
10.b.	Authorizing Rejection of ~~All~~ Bids for the North Base Water Line Replacement Project and Authorizing an Emergency Procurement to Repair the Existing Fire Water Line at North Base for a Total Cost of $750,000	Motion

11. Recess to Committee Meetings

12. Community Relations Committee / Committee of the Whole
Peter Ratto (Chair), Rico E. Medina, Jeff Gee

12.a.	Call to Order	
12.b.	Approval of Minutes of the Community Relations Committee Meeting of September 2, 2026	Motion
12.c.	Accessible Services Update	Informational
12.d.	Community Advisory Committee Update	Informational
12.e.	Paratransit Advisory Council Update	Informational
12.f.	Monthly State of Service Report - August 2026	Informational
12.g.	Annual State of Service Report - Fiscal Year 2026	Informational
12.h.	Adjourn	

13. Finance Committee / Committee of the Whole
Rico E. Medina (Chair), Josh Powell, Jackie Speier

13.a.	Call to Order	
13.b.	Approval of Minutes of the Finance Committee Meeting of August 5, 2026	Motion

Note: All items appearing on the agenda are subject to action by the Board. Staff recommendations are subject to change by the Board.

13.c. Authorizing Exercise of Option to Purchase Gateway at Millbrae Station Building at 166 North Rollins Road in Millbrae, California for $126 Million and Proceeding with Actions to Finance Acquisition with Tax-Exempt Bonds Secured by Sales Tax Revenues — Motion

13.d. Correcting Salary Ordinances Nos. 107, 108, 109, 110, and 111 in Compliance with California Public Employees Retirement System Requirement for Publicly Available Pay Schedules — Motion

13.e. Adjourn

14. Strategic Planning, Development, and Sustainability Committee / Committee of the Whole
Josh Powell (Chair), David J. Canepa, Brooks Esser

14.a. Call to Order

14.b. Approval of Minutes of the Strategic Planning, Development, and Sustainability Committee Meeting of September 2, 2026 — Motion

14.c. Grand Boulevard Initiative (GBI) Program Update — Informational

14.d. Update on North Base — Informational

14.e. Adjourn

15. Legislative Committee / Committee of the Whole
Marina Fraser (Chair), Peter Ratto, David J. Canepa

15.a. Call to Order

15.b. Approval of Minutes of the Legislative Committee Meeting of September 2, 2026 — Motion

15.c. Legislative Update — Informational

15.d. Adjourn

16. Reconvene Board of Directors Meeting

17. Matters for Board Consideration: Finance Committee

17.a. Authorizing Exercise of Option to Purchase Gateway at Millbrae Station Building at 166 North Rollins Road in Millbrae, California for $126 Million and Proceeding with Actions to Finance Acquisition with Tax-Exempt Bonds Secured by Sales Tax Revenues — Resolution

17.b. Correcting Salary Ordinances No's. 107, 108, 109, 110, and 111 in Compliance with California Public Employees Retirement System Requirement for Publicly Available Pay Schedules — Resolution

18. Written Communications to the Board of Directors

19. Board Members Requests

20. Date / Time of Next Regular Meeting: Wednesday, November 4, 2026, at 2:00 pm

The meeting will be accessible via Zoom and in-person at the San Mateo County Transit District, Public Hearing Room, 5th Floor, 166 North Rollins Road, Millbrae, CA 94030.

21. Report of the General Counsel

21.a. Closed Session: Conference with Legal Counsel - Existing Litigation Pursuant to Government Code Section 54956.9(d)(1): Love, Lowel v. San Mateo County Transit District, Workers Compensation Appeals Board Case No. ADJ975710

21.b. Closed Session: Conference with Legal Counsel – Existing Litigation Pursuant to Government Code Section 54956.9(d)(1): Lino Garcia Diaz v. San Mateo County Transit District et. al., Superior Court of California, County of San Francisco, Case No. CGC-23-609955

21.c. Closed Session: Conference with Legal Counsel – Existing Litigation Pursuant to Government Code Section 54956.9(d)(1): Julio Cesar Moran v. San Mateo County Transit District et. al., Superior Court of California, County of San Mateo, Case No. 24-CIV-07001

~~21.d. Closed Session: Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8~~
~~Property: 166 North Rollins Road, 4th Floor, Millbrae, California~~
~~Negotiating Party: Voice Intelligence Labs, Inc.~~
~~Agency Negotiator: April Chan, Joshuah Mello~~
~~Under Negotiation: Price and Terms of Lease Payment~~

~~22. Reconvene Open Session~~

~~23. Report Out from Closed Session~~

22. Adjournment

~~24.~~

Note: All items appearing on the agenda are subject to action by the Board. Staff recommendations are subject to change by the Board.

Information for the Public

If you have questions on the agenda, please contact the District Secretary at 650-551-6108. Agendas are available on the SamTrans website at https://www.samtrans.com/meetings. Communications to the Board of Directors can be emailed to Board@samtrans.com.

Free translation is available; Para traducción llama al 1.800.660.4287; 如需翻译 请电 *1.800.660.4287*

Date and Time of Regular Board and Committees and Community Advisory Committee Meetings
San Mateo County Transit District (SamTrans) Board and Committees: First Wednesday of the month, 2:00 pm; SamTrans Community Advisory Committee (CAC): Last Wednesday of the month, 6:30 pm. Date, time and location of meetings may be changed as necessary. Meeting schedules for the Board, Board Committees, and CAC are available on the website.

Location of Meeting
Members of the public may attend in person or participate remotely via Zoom as per the information provided at the top of the agenda. Should Zoom not be operational, please check online at https://www.samtrans.com/meetings for any updates or further instruction. **Accessible parking** is available to the right upon entering the parking structure at 166 North Rollins Road, Millbrae, CA 94030.

Public Comment
Members of the public may participate remotely or in person. Public comments may be submitted by comment card in person and given to the District Secretary. Written public comments may be emailed to publiccomment@samtrans.com or mailed to 166 North Rollins Road, Millbrae, CA 94030, and will be compiled and posted weekly along with any Board correspondence. Any written public comments received within two hours prior to the start of the meeting will be included in the weekly Board correspondence reading file, posted online at: https://www.samtrans.com/meetings.

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Accessible Public Meetings/Translation
Upon request, SamTrans will provide for written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service or alternative format requested at least 72 hours in advance of the meeting or hearing. Please direct requests for disability-related modification and/or interpreter services to the Title VI Administrator at San Mateo County Transit District, 166 North Rollins Road, Millbrae, CA 94030; or email titlevi@samtrans.com; or request by phone at 650-622-7864 or TTY 650-508-6448.

Availability of Public Records
All public records relating to an open session item on this agenda that are not exempt from disclosure pursuant to the California Public Records Act and that are distributed to a majority of the legislative body will be available for public inspection at 166 North Rollins Road, Millbrae, CA 94030 at the same time that the public records are distributed or made available to the legislative body.

Note: All items appearing on the agenda are subject to action by the Board. Staff recommendations are subject to change by the Board.

San Mateo County Transit District
Board of Directors
Regular Meeting

166 North Rollins Road, Millbrae, California 94030
1759 South Jameson Lane, Montecito, California 93108

DRAFT Minutes of September 2, 2026

Members Present:	David J. Canepa, Marina Fraser, Jeff Gee, Rico E. Medina, Josh Powell, Peter Ratto, Brooks Esser (Vice Chair), Marie Chuang (Chair)
Members Present via Teleconference:	Jackie Speier
Members Absent:	None
Staff Present:	T. Bartholomew, J. Cassman, A. Chan, L. Lumina-Hsu, M. Tseng

1. **Call to Order / Pledge of Allegiance**
   Chair Marie Chuang called the meeting to order at 2:00 pm.

2. **Roll Call**
   Margaret Tseng, District Secretary, called the roll and confirmed that a Board quorum was present.

3. **Public Comment for Items Not on the Agenda**
   Aleta Dupree, Team Folds, commented on Clipper 2, electric buses, and SamTrans work.

4. **Consent Calendar**
   - **4.a. Approval of Minutes of the Board of Directors Meeting of August 5, 2026**
   - **4.b. Awarding Contracts to Civic Edge Consulting, LLC and Omnia Associates, LLC for On-Call Ambassador Services for an Aggregate Not-To-Exceed Amount of $545,000 for a Five-Year Term –** *Approved by Resolution No. 2026-44*
   - **4.c. Awarding a Contract to FMS Ventures Inc., dba Banner Uniform Company, for Furnishing and Servicing Bus Operator and Transportation Supervisory Unit Uniforms for a Total Not-To-Exceed Amount of $1.2 Million for a Five-Year Term –** *Approved by Resolution No. 2026-45*

   Motion/Second: Medina/Esser
   Ayes: Canepa, Fraser, Gee, Medina, Powell, Ratto, Speier, Esser, Chuang
   Noes: None
   Abstain: None
   Absent: None

5. Report of the Chair

5.a. Proclamation Honoring Transit Month

Motion/Second: Gee/Ratto
Ayes: Canepa, Fraser, Gee, Medina, Powell, Ratto, Speier, Esser, Chuang
Noes: None
Abstain: None
Absent: None

5.b. Proclamation Honoring Hispanic Heritage Month

Motion/Second: Medina/Esser
Ayes: Canepa, Fraser, Gee, Medina, Powell, Ratto, Speier, Esser, Chuang
Noes: None
Abstain: None
Absent: None

Public Comment
Aleta Dupree, Team Folds, commented on Transit Month activities and public involvement in public transit.

Adina Levin, Seamless Bay Area, commented on Transit Month ride contest and activities.

6. Report of the General Manager/CEO

6.a. Report of the General Manager/CEO | August 26, 2026

6.b. Caltrain Funding Update

Michelle Bouchard, Caltrain Executive Director, and Casey Fromson, Caltrain Chief of Staff, provided the presentation.

Public Comment
Aleta Dupree, Team Folds, commented on Caltrain service and spoke in support of the regional public transit funding measure.

Roland commented on SamTrans 50th Anniversary and ongoing Clipper issues.

6.c. Approving Execution of a Contract for Special Counsel Legal Services with Adamski Moroski Madden Cumberland & Green LLP for a Not-To-Exceed Amount of $200,000 *– Approved by Resolution No. 2026-46*

Motion/Second: Speier/Canepa
Ayes: Canepa, Fraser, Gee, Medina, Powell, Ratto, Speier, Esser, Chuang
Noes: None
Abstain: None
Absent: None

DRAFT

7. Recess to Committee Meetings
The Board meeting recessed to Committee Meetings at 3:09 pm.

8. Community Relations Committee / Committee of the Whole
The Community Relations Committee meeting was held.

9. Finance Committee / Committee of the Whole
Cancelled as there were no business items this month.

10. Strategic Planning, Development, and Sustainability Committee / Committee of the Whole
The Strategic Planning, Development, and Sustainability Committee meeting was held.

11. Legislative Committee / Committee of the Whole
The Legislative Committee meeting was held.

12. Reconvene Board of Directors Meeting
Chair Chuang reconvened the Board meeting at 3:57 pm.

13. Written Communications to the Board of Directors

14. Board Members Requests

15. Date / Time of Next Regular Meeting: Wednesday, October 7, 2026, at 2:00 pm

16. Report of the General Counsel

16.a. Closed Session: Conference with Legal Counsel – Existing Litigation Pursuant to Government Code Section 54956.9(d)(1): Maria Concepcion Reyes v. San Mateo County Transit District, Superior Court of California, County of San Mateo, Case No. 25-CIV-02235

16.b. Closed Session Pursuant to Government Code section 54957(a): Threat to Public Services/Facilities – Consultation with David Santoro, Chief Administrative Officer; Tabby Davenport, Director of Safety and Security; and Scott Kirkpatrick, Deputy Director of Safety and Security

Joan Cassman, General Counsel, announced the closed sessions items and stated any action taken will be reported at the next regular meeting.

The Board adjourned to closed session at 3:58 pm.

17. Adjournment
The meeting adjourned at 4:59 pm.

DRAFT

Revised Staff Report which was originally provided for the February 4, 2026, Community Relations Committee Meeting.

San Mateo County Transit District
Staff Report

To:	Board of Directors
Through:	April Chan, General Manager/CEO
From:	Joshuah Mello, Chief Planning Officer
	David Olmeda, Chief Operating Officer, Bus
Subject:	**Monthly State of Service Report - December 2025**

Action
This report is for information only. No action is required.

Note
Due to data issues with Next Generation Clipper, the data presented in the original report for December 2025 was incomplete for San Mateo County Transit District (SamTrans or District) fixed-route ridership and open payment fares. The data issue has been resolved. This report includes the updated ridership and fares figures for December 2025.

Significance
SamTrans: Average weekday ridership across all four modes (Bus, Paratransit, Shuttles, and Microtransit) increased by 0.2 percent in December 2025 compared to December 2024. The total monthly ridership increased by 2.1 percent in December 2025 compared to December 2024.

Microtransit: Average weekday ridership on all microtransit services was 151, and total ridership was 4,117. The average weekday ridership increased 39.6 percent compared to December 2024, and the total ridership increased 35.8 percent compared to December 2024.

Youth Unlimited Pass: For December 2025, Youth Unlimited Pass usage decreased 0.2 percent compared to December 2024.

Other SamTrans Key Performance Indicators (includes Contracted Urban Bus Service [CUBS]):

- **Preventable Accidents** – There were 22 preventable accidents in December 2025 (17 from District and five from contracted services). The goal is to have one or fewer preventable accidents per 100,000 miles; SamTrans did not meet its goal with 2.6 accidents per 100,000 miles.

- **Miles Between Service Calls (MBSC) –** There were 52 service calls in December 2025 (27 from District and 25 from contracted services). The goal is to have one or fewer service calls per every 25,000 miles. Fixed-route service did not meet its goal with 1.5 service calls per 25,000 miles. It should be noted that for the District's service calls a

disproportionate amount are attributable to our zero-emission bus fleet. The diesel sub-fleet at 30,170 miles between service calls and the zero-emission bus sub-fleet had 6,502 miles between service calls.

- **On-Time-Performance (OTP) –** December 2025 systemwide OTP was 81.3 percent. The goal is to have 85 percent systemwide on-time performance. Fixed-route service did not meet this goal; however, on time performance improved by 0.9 percent compared to December 2024.

- **Did Not Operate (DNOs) –** In December 2025, there were 12 total DNOs. The goal is to miss less than 0.1 percent of scheduled trips. Fixed-route service met this goal with 0.02 percent missed trips.

RIDERSHIP (ALL MODES)

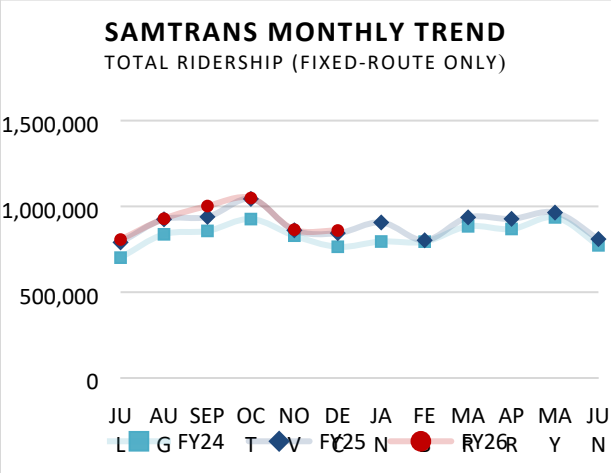
SAMTRANS | Average Weekday Ridership								
Mode	**Dec-23**	**Dec-24**	**Dec-25**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Bus	29,973	33,111	33,146	0.1%	31,165	34,168	34,990	2.4%
Paratransit	685	711	700	-1.5%	716	756	760	0.4%
Shuttles	1,189	1,542	1,531	-0.7%	1,724	1,806	1,826	1.1%
Microtransit	134	108	151	39.6%	127	127	160	26.0%
Total	**31,981**	**35,472**	**35,528**	**0.2%**	**33,732**	**36,857**	**37,735**	**2.4%**
SAMTRANS | Total Ridership								
Mode	**Dec-23**	**Dec-24**	**Dec-25**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Bus	764,747	844,056	859,583	1.8%	4,915,998	5,402,427	5,510,019	2.0%
Paratransit	17,502	18,172	18,606	2.4%	110,327	116,793	117,896	0.9%
Shuttles	22,454	30,496	32,646	7.1%	214,132	226,306	230,122	1.7%
Microtransit	3,816	3,031	4,117	35.8%	20,931	20,577	25,950	26.1%
Total	**808,519**	**895,755**	**914,952**	**2.1%**	**5,261,388**	**5,766,103**	**5,883,987**	**2.0%**

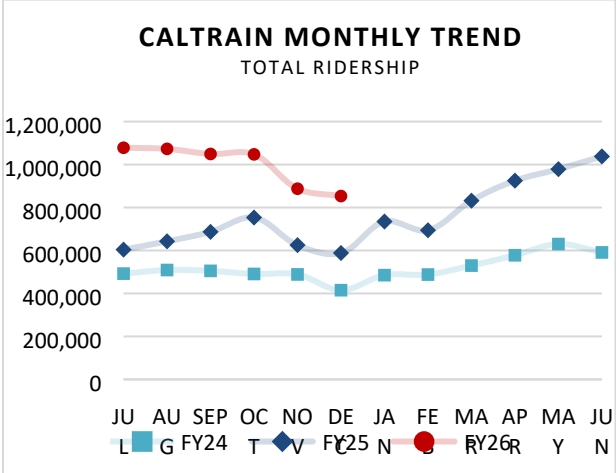
CALTRAIN | Average Weekday Ridership								
Mode	**Dec-23**	**Dec-24**	**Dec-25**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Caltrain	17,383	24,036	33,547	39.6%	20,035	25,260	38,715	53.3%
CALTRAIN | Total Ridership								
Mode	**Dec-23**	**Dec-24**	**Dec-25**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Caltrain	415,202	588,296	853,340	45.1%	2,901,045	3,900,014	5,988,603	53.6%

OTHER MODES in San Mateo County | Average Weekday Ridership								
Mode	**Dec-23**	**Dec-24**	**Dec-25**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Dumbarton	83	73	77	5.5%	99	94	91	-3.2%
BART (San Mateo County)	15,893	17,457	19,523	11.8%	18,254	19,091	21,029	10.2%
OTHER MODES in San Mateo County | Total Ridership								
Mode	**Dec-23**	**Dec-24**	**Dec-25**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Dumbarton	1,667	1,527	1,686	10.4%	12,495	12,012	11,619	-3.3%
BART (San Mateo County)	437,585	463,394	525,614	13.4%	2,989,405	3,089,387	3,415,378	10.6%

IMPORTANT NOTES:
Total row may not add up due to rounding.
SamTrans (Bus) ridership includes Fixed-Route service.
Microtransit ridership includes Ride Plus and SamCoast.
Shuttle ridership includes SamTrans, JPB Caltrain, and other Transportation Authority funded shuttles.
BART ridership in San Mateo County does not include Daly City BART Station.
%Δ[1] indicates the percentage change for the month, current year to previous year.

%Δ[2] indicates the percentage change current year to previous, Year to Date.





FARES

SAMTRANS (BUS) | Fare Usage			
Fare Type	**Dec-23**	**Dec-24**	**Dec-25**
Adult	466,241	528,049	540,173
Eligible Discount	174,489	182,874	192,868
Youth	124,017	133,133	128,228
--- Youth Unlimited Pass	*63,596*	*77,228*	*77,060*
Total	**764,747**	**844,056**	**861,269**

This table illustrates the number of riders by fare category (Dumbarton Express and rural demand-response service excluded).

The **Youth Unlimited Pass** number is a subset of the Youth Fare Type. The program started in January 2022.

KEY PERFORMANCE INDICATORS

SAMTRANS (BUS) | Operations Key Performance Indicators			
KPI	**Dec-23**	**Dec-24**	**Dec-25**
On-Time Performance	82.0%	80.6%	81.3%
Preventable Accidents	17	11	22
--- District	*11*	*7*	*17*
--- Contracted Services	*6*	*4*	*5*
Service Calls	35	33	52
--- District	*20*	*21*	*27*
--- Contracted Services	*15*	*12*	*25*
Trips Scheduled	39,287	48,407	49,273
Did Not Operate DNOs	0	76	12

SamTrans' OTP goal is 85.0 percent. On-Time Performance (OTP) is calculated by evaluating time points within the route's schedules across the system for late, early, and on-time arrival and departure. A route is considered late if it exceeds 5 minutes. A route is considered early if it departs 59 seconds

SamTrans' Miles between Preventable Accidents goal is 100,000 miles. There were 38,931 miles between Preventable Accidents this month.

SamTrans' Miles between Service Calls goal is 25,000 miles. There were 16,471 miles between Service Calls this month.

SAMTRANS (BUS) | Fleet Key Performance Indicators			
KPI	**Dec-23**	**Dec-24**	**Dec-25**
Revenue Hours (Sched.)	50,225	60,445	59,673
Revenue Miles (Sched.)	497,988	593,954	596,928
Total Fleet Miles (Actual)	763,080	843,690	856,472

Sched. = Scheduled, which includes in-service and layover.

Note: All KPIs include all SamTrans service operated directly and by contract.

MICROTRANSIT | Ride Plus Key Performance Indicators			
KPI	**Dec-23**	**Dec-24**	**Dec-25**
Total Ridership	3,651	2,765	3,854
--- East Palo Alto Trips	*2,742*	*1,918*	*2,645*
--- Half Moon Bay Trips	*909*	*847*	*1,209*
Active Users	408	341	367
New Registrations	111	87	64
Total Downloads	305	264	262
--- iOS Downloads	*253*	*245*	*213*
--- Android Downloads	*52*	*19*	*49*
Load Factor	1.34	1.33	1.18

Ride Plus started in June 2023.

The **load factor** represents the average number of passengers in a vehicle. It is calculated by dividing the total number of passengers by the number of trips in service.

PARATRANSIT | Operations Key Performance Indicators			
KPI	**Dec-23**	**Dec-24**	**Dec-25**
On-Time Performance (RW)	90.4%	87.2%	85.3%
On-Time Performance (RC)	93.0%	96.2%	85.4%
Preventable Accidents (RW)	1	1	1
Preventable Accidents (RC)	0	0	1
Service Calls (RW)	0	4	2
Service Calls (RC)	1	0	0

RW = Redi-Wheels

RC = RediCoast

PARATRANSIT | Fleet Key Performance Indicators			
KPI	**Dec-23**	**Dec-24**	**Dec-25**
Revenue Miles (RW)	147,137	156,182	162,688
Revenue Miles (RC)	17,567	25,314	10,536
Fleet Miles (RW)	163,923	177,873	182,777
Fleet Miles (RC)	23,630	31,303	18,179

PRE-PANDEMIC RIDERSHIP COMPARISON

SAMTRANS | Average Weekday Ridership					
Mode	**Dec-19**	**Dec-23**	**Dec-24**	**Dec-25**	**%[3]**
Bus	34,480	29,973	33,111	33,146	96.1%
Paratransit	1,081	685	711	700	64.8%
Shuttles	9,195	1,189	1,542	1,531	16.7%
Microtransit	14	134	108	151	1076.6%
Total	**44,770**	**31,981**	**35,472**	**35,528**	**79.4%**
SAMTRANS | Total Ridership					
Mode	**Dec-19**	**Dec-23**	**Dec-24**	**Dec-25**	**%[3]**
Bus	855,144	764,747	844,056	859,583	100.5%
Paratransit	25,750	17,502	18,172	18,606	72.3%
Shuttles	194,922	22,454	30,496	32,646	16.7%
Microtransit	416	3,816	3,031	4,117	989.7%
Total	**1,076,232**	**808,519**	**895,755**	**914,952**	**85.0%**

CALTRAIN | Average Weekday Ridership					
Mode	**Dec-19**	**Dec-23**	**Dec-24**	**Dec-25**	**%[3]**
Caltrain	62,480	17,383	24,036	33,547	53.7%
CALTRAIN | Total Ridership					
Mode	**Dec-19**	**Dec-23**	**Dec-24**	**Dec-25**	**%[3]**
Caltrain	1,428,363	415,202	588,296	853,340	59.7%

OTHER MODES in San Mateo County | Average Weekday Ridership					
Mode	**Dec-19**	**Dec-23**	**Dec-24**	**Dec-25**	**%[3]**
Dumbarton	113	83	73	77	68.3%
BART (San Mateo County)	42,828	15,893	17,457	19,523	45.6%
OTHER MODES in San Mateo County | Total Ridership					
Mode	**Dec-19**	**Dec-23**	**Dec-24**	**Dec-25**	**%[3]**
Dumbarton	2,368	1,667	1,527	1,686	71.2%
BART (San Mateo County)	1,035,884	437,585	463,394	525,614	50.7%

The following tables show the change in ridership over the last four years to encompass changes due to the COVID-19 pandemic.

%[3] indicates the rate of ridership recovery, current year (FY2026) to pre-pandemic year (FY2020). For example, SamTrans Bus Average Weekday Ridership reached 96.1 percent of pre-pandemic levels (2019) for this month.

PRE-PANDEMIC FARES COMPARISON

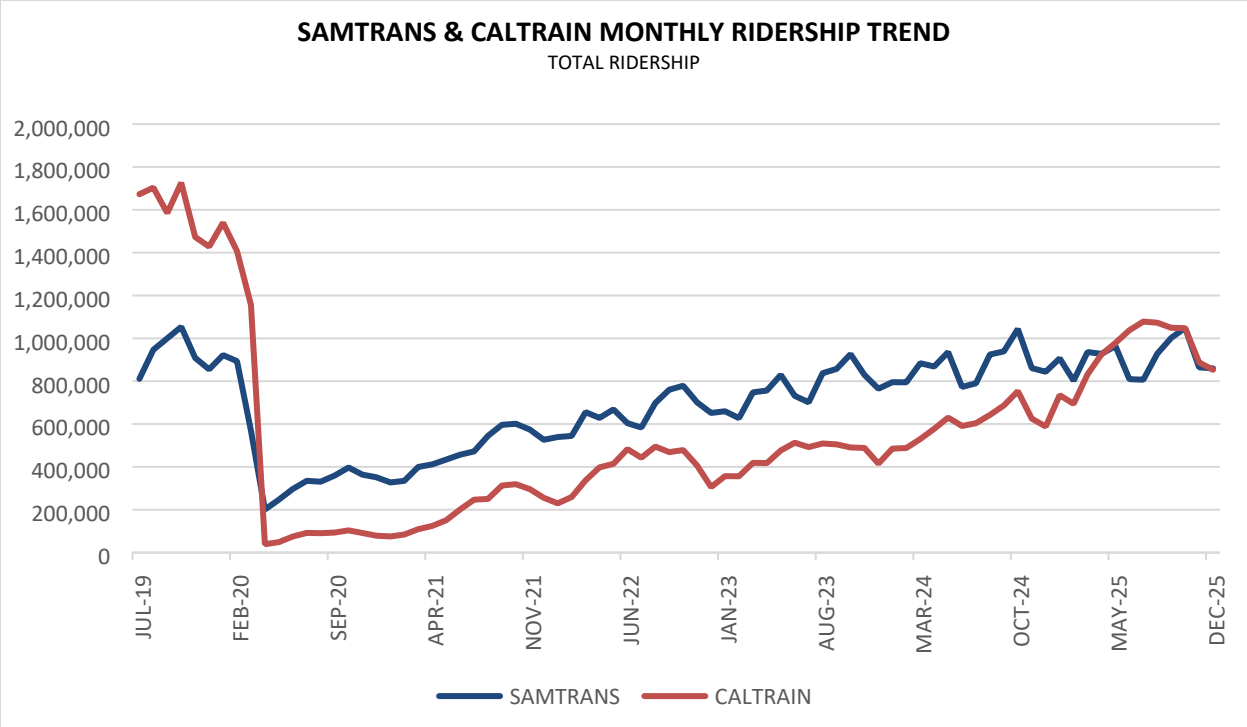
SAMTRANS (BUS) | Fare Usage					
Fare Type	**Dec-19**	**Dec-23**	**Dec-24**	**Dec-25**	**%[3]**
Adult	454,838	466,241	528,049	540,173	118.8%
Youth	170,519	124,017	133,133	128,228	75.2%
Eligible Discount	229,787	174,489	182,874	192,868	83.9%
Total	**855,144**	**764,747**	**844,056**	**861,269**	**100.7%**

%[3] indicates the rate of ridership recovery, current year (FY2026) to pre-pandemic year (FY2020).

Dumbarton and demand-response service are excluded.

IMPORTANT NOTES:

Total row may not add up due to rounding.
SamTrans (Bus) ridership includes Fixed-Route service.
Microtransit ridership includes Ride Plus and SamCoast.
Shuttle ridership includes SamTrans, JPB Caltrain, and other Transportation Authority funded shuttles.
BART ridership in San Mateo County does not include Daly City BART Station.



CUSTOMER EXPERIENCE

SAMTRANS (BUS) | Customer Experience			
KPI	**Dec-23**	**Dec-24**	**Dec-25**
Complaints	91	92	110
Accessibility	7	10	12
Compliments	22	11	11
Service Requests	40	37	40
Reports Total	**160**	**150**	**173**

The table is a detailed summary of SamTrans Consumer Reports received by the Customer Experience Department.

The total number of reports for SamTrans increased 15.3% from 150 reports in December 2024 to 173 reports in December 2025.

Prepared By: Emily Chen Senior Planner, Operations Planning 650-551-6127

Revised Staff Report which was originally provided for the April 1, 2026, Community Relations Committee Meeting.

San Mateo County Transit District
Staff Report

To:	Board of Directors
Through:	April Chan, General Manager/CEO
From:	Joshuah Mello, Chief Planning Officer
	David Olmeda, Chief Operating Officer, Bus
Subject:	**Monthly State of Service Report - January 2026**

Action
This report is for information only. No action is required.

Note
Due to data issues with Next Generation Clipper, the data presented in the original report for January 2026 was incomplete for San Mateo County Transit District (SamTrans or District) fixed-route ridership and open payment fares. The data issue has been resolved. This report includes the updated ridership and fares figures for January 2026.

Significance
SamTrans: Average weekday ridership across all four modes (Bus, Paratransit, Shuttles, and Microtransit) increased 2.7 percent in January 2026 compared to January 2025. The total monthly ridership decreased 1.1 percent in January 2026 compared to January 2025.

Microtransit: Average weekday ridership on all microtransit services was 158, and total ridership was 4,262. The average weekday ridership increased 20.2 percent compared to January 2025, and the total ridership increased 25.6 percent compared to January 2025.

Youth Unlimited Pass: For January 2026, Youth Unlimited Pass usage decreased 0.9 percent compared to January 2025.

Other SamTrans Key Performance Indicators (includes Contracted Urban Bus Service [CUBS]):

- **Preventable Accidents** – There were 15 preventable accidents in January 2026 (7 from District and 8 from contracted services). The goal is to have one or fewer preventable accidents per 100,000 miles; SamTrans did not meet its goal with 1.7 accidents per 100,000 miles.

- **Miles Between Service Calls (MBSC) –** There were 51 service calls in January 2026 (27 from District and 24 from contracted services). The goal is to have one or fewer service calls per every 25,000 miles. This goal remains relevant to the long-standing

diesel powered fixed-route buses, but not relevant to new emerging technologies like battery electric buses (BEBs) and hydrogen fuel cell electric buses (FCEBs).

For zero emission buses (ZEBs), the District is setting a separate 10,000-mile between service call goal. This is an interim performance standard that aligns with current conditions emanating from manufacturer support, supply chain, and maturity of the new technology. During the introduction to revenue service, the ZEBs achieved a lower than expected performance compared to the diesel sub-fleets. The diesel sub-fleet achieved 28,498 miles between service calls whereas the ZEBs sub-fleet obtained 8,647 miles between service calls.

- **On-Time-Performance (OTP) –** January 2026 systemwide OTP was 82.0 percent. The goal is to have 85 percent systemwide on-time performance. Fixed-route service did not meet this goal.

- **Did Not Operate (DNOs) –** In January 2026, there were 6 total DNOs. The goal is to miss less than 0.1 percent of scheduled trips. Fixed-route service met this goal with 0.01 percent missed trips.

RIDERSHIP (ALL MODES)

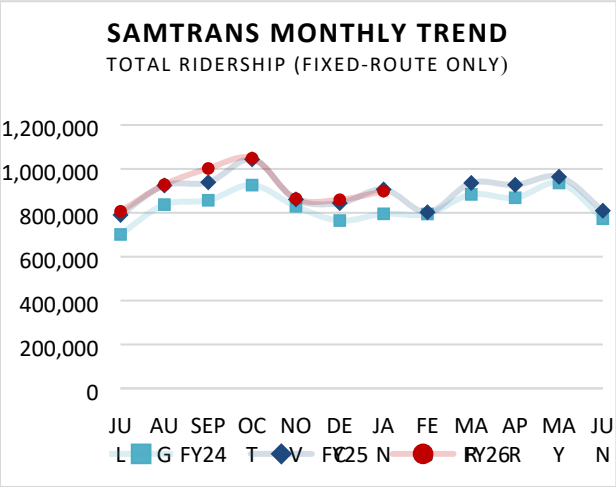
SAMTRANS | Average Weekday Ridership								
Mode	**Jan-24**	**Jan-25**	**Jan-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Bus	29,851	33,929	34,934	3.0%	30,977	34,134	34,982	2.5%
Paratransit	699	738	751	1.8%	714	754	758	0.6%
Shuttles	1,656	1,774	1,729	-2.5%	1,714	1,802	1,812	0.6%
Microtransit	127	132	158	20.2%	127	128	160	25.1%
Total	**32,333**	**36,573**	**37,572**	**2.7%**	**33,532**	**36,817**	**37,712**	**2.4%**
SAMTRANS | Total Ridership								
Mode	**Jan-24**	**Jan-25**	**Jan-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Bus	795,334	906,364	898,613	-0.9%	5,711,332	6,308,791	6,408,632	1.6%
Paratransit	18,283	19,049	18,640	-2.1%	128,610	135,842	136,536	0.5%
Shuttles	34,131	36,430	33,406	-8.3%	248,263	262,736	263,528	0.3%
Microtransit	3,699	3,393	4,262	25.6%	24,630	23,970	30,212	26.0%
Total	**851,447**	**965,236**	**954,921**	**-1.1%**	**6,112,835**	**6,731,339**	**6,838,908**	**1.6%**

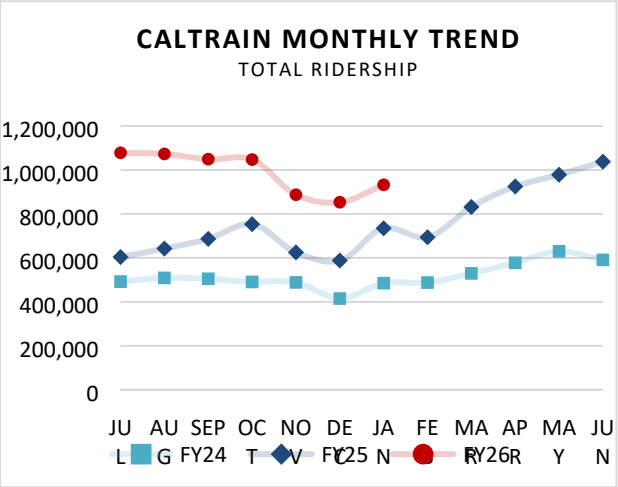
CALTRAIN | Average Weekday Ridership								
Mode	**Jan-24**	**Jan-25**	**Jan-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Caltrain	19,790	29,052	37,830	30.2%	20,000	25,802	38,589	49.6%
CALTRAIN | Total Ridership								
Mode	**Jan-24**	**Jan-25**	**Jan-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Caltrain	485,165	734,837	932,652	26.9%	3,386,210	4,634,851	6,921,255	49.3%

OTHER MODES in San Mateo County | Average Weekday Ridership								
Mode	**Jan-24**	**Jan-25**	**Jan-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Dumbarton	89	84	88	4.8%	98	92	90	-2.2%
BART (San Mateo County)	15,881	17,021	20,094	18.1%	17,915	18,795	20,896	11.2%
OTHER MODES in San Mateo County | Total Ridership								
Mode	**Jan-24**	**Jan-25**	**Jan-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Dumbarton	1,964	1,838	1,839	0.1%	14,459	13,850	13,458	-2.8%
BART (San Mateo County)	420,688	458,989	537,933	17.2%	3,410,093	3,548,376	3,953,311	11.4%

IMPORTANT NOTES:

Total row may not add up due to rounding.
SamTrans (Bus) ridership includes Fixed-Route service.
Microtransit ridership includes Ride Plus and SamCoast.
Shuttle ridership includes SamTrans, JPB Caltrain, and other Transportation Authority funded shuttles.
BART ridership in San Mateo County does not include Daly City BART Station.
%Δ[1] indicates the percentage change for the month, current year to previous year.
%Δ[2] indicates the percentage change current year to previous, Year to Date.





FARES

SAMTRANS (BUS) | Fare Usage			
Fare Type	**Jan-24**	**Jan-25**	**Jan-26**
Adult	484,283	558,707	559,605
Eligible Discount	176,086	190,823	194,371
Youth	134,965	156,834	146,476
--- Youth Unlimited Pass	*66,320*	*89,499*	*88,674*
Total	**795,334**	**906,364**	**900,452**

This table illustrates the number of riders by fare category (Dumbarton Express and rural demand-response service excluded).

The **Youth Unlimited Pass** number is a subset of the Youth Fare Type. The program started in January 2022.

KEY PERFORMANCE INDICATORS

SAMTRANS (BUS) | Operations Key Performance Indicators			
KPI	**Jan-24**	**Jan-25**	**Jan-26**
On-Time Performance	82.3%	83.0%	82.0%
Preventable Accidents	6	20	15
--- District	*4*	*16*	*7*
--- Contracted Services	*2*	*4*	*8*
Service Calls	31	42	51
--- District	*14*	*23*	*27*
--- Contracted Services	*17*	*19*	*24*
Trips Scheduled	40,802	49,353	49,644
Did Not Operate DNOs	5	50	6

SAMTRANS (BUS) | Fleet Key Performance Indicators			
KPI	**Jan-24**	**Jan-25**	**Jan-26**
Revenue Hours (Scheduled)	51,332	61,148	59,823
Revenue Miles (Scheduled)	512,336	602,568	596,907
Total Fleet Miles (Actual)	788,530	872,129	865,950

MICROTRANSIT | Ride Plus Key Performance Indicators			
KPI	**Jan-24**	**Jan-25**	**Jan-26**
Total Ridership	3,468	3,030	4,016
--- East Palo Alto Trips	*2,581*	*2,188*	*2,764*
--- Half Moon Bay Trips	*887*	*842*	*1,252*
Active Users	372	284	417
New Registrations	163	20	60
Total Downloads	279	317	302
--- iOS Downloads	*238*	*244*	*243*
--- Android Downloads	*41*	*73*	*59*
Load Factor	1.3	1.1	1.1

PARATRANSIT | Operations Key Performance Indicators			
KPI	**Jan-24**	**Jan-25**	**Jan-26**
On-Time Performance (RW)	92.9%	90.4%	77.4%
On-Time Performance (RC)	92.9%	92.2%	84.0%
Preventable Accidents (RW)	1	2	2
Preventable Accidents (RC)	0	0	0
Service Calls (RW)	2	3	5
Service Calls (RC)	0	0	0

PARATRANSIT | Fleet Key Performance Indicators			
KPI	**Jan-24**	**Jan-25**	**Jan-26**
Revenue Miles (RW)	150,474	162,483	143,520
Revenue Miles (RC)	19,614	22,757	12,000
Fleet Miles (RW)	170,219	183,974	163,659
Fleet Miles (RC)	26,358	29,652	20,858

SamTrans' OTP goal is 85.0 percent. On-Time Performance (OTP) is calculated by evaluating time points within the route's schedules across the system for late, early, and on-time arrival and departure. A route is considered late if it exceeds 5 minutes. A route is considered early if it departs 59 seconds

SamTrans' Miles between Preventable Accidents goal is 100,000 miles. There were 57,730 miles between Preventable Accidents this month.

SamTrans' Miles between Service Calls goal is 25,000 miles. There were 16,979 miles between

Broken down, the diesel fleet had 28,498 miles between Service Calls this month, while the Zero Emission fleet had 8,647 miles between Service Calls.

Scheduled includes in-service and layover.

Note: All KPIs include all SamTrans service operated directly and by contract.

The **load factor** represents the average number of passengers in a vehicle. It is calculated by dividing the total number of passengers by the number of trips in service.

RW = Redi-Wheels

RC = RediCoast

PRE-PANDEMIC RIDERSHIP COMPARISON

SAMTRANS | Average Weekday Ridership					
Mode	**Jan-20**	**Jan-24**	**Jan-25**	**Jan-26**	**%[3]**
Bus	35,828	29,851	33,929	34,934	97.5%
Paratransit	1,051	699	738	751	71.5%
Shuttles	11,022	1,656	1,774	1,729	15.7%
Microtransit	13	127	132	158	1216.5%
Total	**47,914**	**32,333**	**36,573**	**37,572**	**78.4%**
SAMTRANS | Total Ridership					
Mode	**Jan-20**	**Jan-24**	**Jan-25**	**Jan-26**	**%[3]**
Bus	921,713	795,334	906,364	898,613	97.5%
Paratransit	26,163	18,283	19,049	18,640	71.2%
Shuttles	244,408	34,131	36,430	33,406	13.7%
Microtransit	340	3,699	3,393	4,262	1253.5%
Total	**1,192,624**	**851,447**	**965,236**	**954,921**	**80.1%**

CALTRAIN | Average Weekday Ridership					
Mode	**Jan-20**	**Jan-24**	**Jan-25**	**Jan-26**	**%[3]**
Caltrain	64,806	19,790	29,052	37,830	58.4%
CALTRAIN | Total Ridership					
Mode	**Jan-20**	**Jan-24**	**Jan-25**	**Jan-26**	**%[3]**
Caltrain	1,539,666	485,165	734,837	932,652	60.6%

OTHER MODES in San Mateo County | Average Weekday Ridership					
Mode	**Jan-20**	**Jan-24**	**Jan-25**	**Jan-26**	**%[3]**
Dumbarton	133	89	84	88	66.1%
BART (San Mateo County)	42,555	15,881	17,021	20,094	47.2%
OTHER MODES in San Mateo County | Total Ridership					
Mode	**Jan-20**	**Jan-24**	**Jan-25**	**Jan-26**	**%[3]**
Dumbarton	2,928	1,964	1,838	1,839	62.8%
BART (San Mateo County)	1,052,133	420,688	458,989	537,933	51.1%

The following tables show the change in ridership over the last four years to encompass changes due to the COVID-19 pandemic.

%[3] indicates the rate of ridership recovery, current year (FY2026) to pre-pandemic year (FY2020). For example, SamTrans Bus Average Weekday Ridership reached 97.5 percent of pre-pandemic levels (2020) for this month of January 2026.

PRE-PANDEMIC FARES COMPARISON

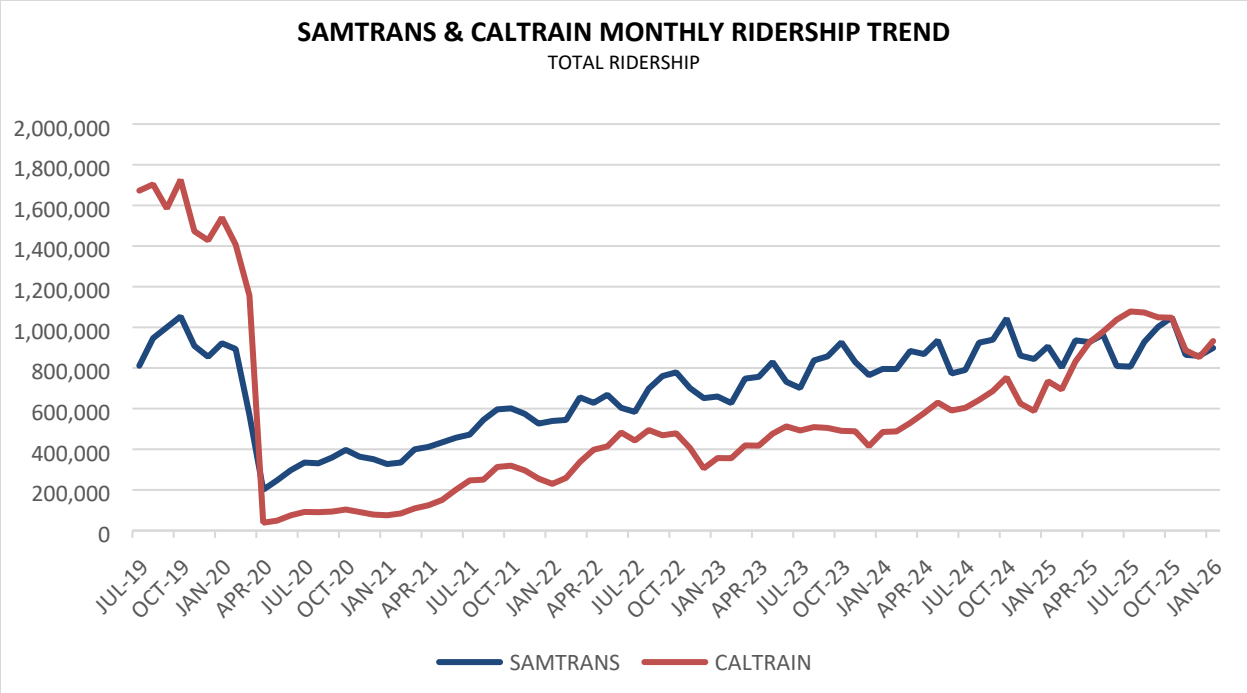
SAMTRANS (BUS) | Fare Usage					
Fare Type	**Jan-20**	**Jan-24**	**Jan-25**	**Jan-26**	**%[3]**
Adult	481,911	484,283	558,707	559,605	116.1%
Youth	200,943	134,965	156,834	146,476	72.9%
Eligible Discount	238,859	176,086	190,823	194,371	81.4%
Total	**921,713**	**795,334**	**906,364**	**900,452**	**97.7%**

%[3] indicates the rate of ridership recovery, current year (FY2026) to pre-pandemic year (FY2020).

Dumbarton Express and Ride Plus service are excluded.

IMPORTANT NOTES:

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BART ridership in San Mateo County does not include Daly City BART Station.



CUSTOMER EXPERIENCE

SAMTRANS (BUS) | Customer Experience			
KPI	**Jan-24**	**Jan-25**	**Jan-26**
Complaints	77	94	141
Accessibility	12	10	9
Compliments	13	13	8
Service Requests	44	26	41
Reports Total	**146**	**143**	**199**

The table is a detailed summary of SamTrans Consumer Reports received by the Customer Experience Department.

The total number of reports for SamTrans increased 39.2% from 146 reports in January 2025 to 199 reports in January 2026.

Prepared By: Emily Chen Senior Planner, Operations Planning 650-551-6127

Revised Staff Report which was originally provided for the April 1, 2026, Community Relations Committee Meeting.

San Mateo County Transit District
Staff Report

To:	Board of Directors
Through:	April Chan, General Manager/CEO
From:	Joshuah Mello, Chief Planning Officer
	David Olmeda, Chief Operating Officer, Bus
Subject:	**Monthly State of Service Report - February 2026**

Action
This report is for information only. No action is required.

Note
Due to data issues with Next Generation Clipper, the data presented in the original report for February 2026 was incomplete for San Mateo County Transit District (SamTrans or District) fixed-route ridership and open payment fares. The data issue has been resolved. This report includes the updated ridership and fares figures for February 2026.

Significance
SamTrans: Average weekday ridership across all four modes (Bus, Paratransit, Shuttles, and Microtransit) increased 0.7 percent in February 2026 compared to February 2025. The total monthly ridership increased 1.8 percent in February 2026 compared to February 2025.

Microtransit: Average weekday ridership on all microtransit services was 153, and total ridership was 3,863. The average weekday ridership increased 13.6 percent compared to February 2025, and the total ridership increased 21.3 percent compared to February 2025.

Youth Unlimited Pass: For February 2026, Youth Unlimited Pass usage increased 26 percent compared to February 2025.

Other SamTrans Key Performance Indicators (includes Contracted Urban Bus Service [CUBS]):

- **Preventable Accidents** – There were 12 preventable accidents in February 2026 (six from District and six from contracted services). The goal is to have one or fewer preventable accidents per 100,000 miles; SamTrans did not meet its goal with 1.5 accidents per 100,000 miles.

- **Miles Between Service Calls (MBSC) –** There were 49 service calls in February 2026 (24 from District and 25 from contracted services). The goal is to have one or fewer service calls per every 25,000 miles. Fixed-route service did not meet its goal with 1.5 service calls per 25,000 miles. It should be noted that for the District's service calls a disproportionate amount are attributable to the zero-emission bus fleet. The diesel

sub-fleet had 38,047.9 miles between service calls and the zero-emission bus sub-fleet had 8,298.9 miles between service calls.

- **On-Time-Performance (OTP) –** February 2026 systemwide OTP was 82.4 percent. The goal is to have 85 percent systemwide on-time performance. Fixed-route service did not meet this goal.

- **Did Not Operate (DNOs) –** In February 2026, there were four total DNOs. The goal is to miss less than 0.1 percent of scheduled trips. Fixed-route service met this goal with 0.01 percent missed trips.

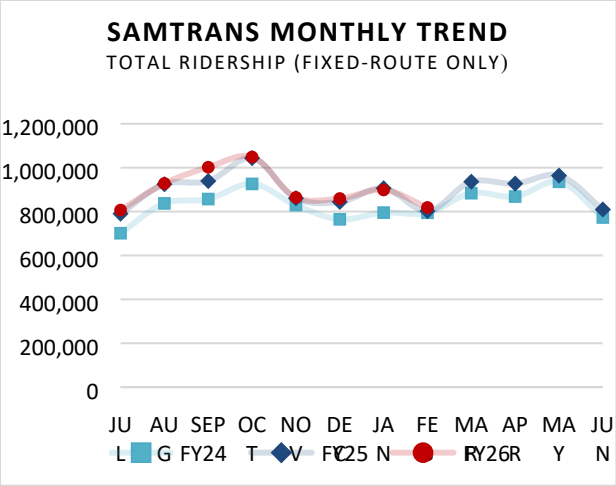
RIDERSHIP (ALL MODES)

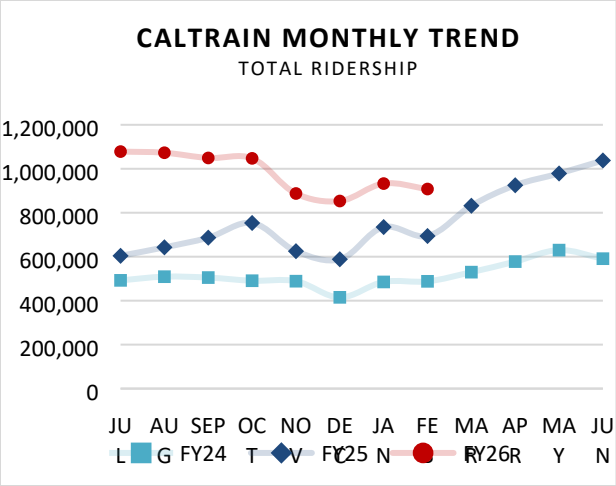
SAMTRANS | Average Weekday Ridership								
Mode	**Feb-24**	**Feb-25**	**Feb-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Bus	31,629	33,156	33,739	1.8%	31,058	34,012	34,826	2.4%
Paratransit	719	730	740	1.4%	715	751	756	0.7%
Shuttles	1,410	1,873	1,500	-19.9%	1,676	1,811	1,773	-2.1%
Microtransit	118	135	153	13.6%	126	129	159	23.6%
Total	**33,876**	**35,894**	**36,132**	**0.7%**	**33,575**	**36,701**	**37,515**	**2.2%**
SAMTRANS | Total Ridership								
Mode	**Feb-24**	**Feb-25**	**Feb-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Bus	794,616	802,505	818,757	2.0%	6,505,948	7,111,296	7,227,389	1.6%
Paratransit	17,768	17,275	17,715	2.5%	146,378	153,117	154,251	0.7%
Shuttles	28,279	35,999	33,951	-5.7%	276,542	298,735	297,479	-0.4%
Microtransit	3,105	3,185	3,863	21.3%	27,735	27,155	34,075	25.5%
Total	**843,768**	**858,964**	**874,286**	**1.8%**	**6,956,603**	**7,590,303**	**7,713,194**	**1.6%**

CALTRAIN | Average Weekday Ridership								
Mode	**Feb-24**	**Feb-25**	**Feb-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Caltrain	21,193	30,077	38,647	28.5%	20,149	26,336	38,596	46.6%
CALTRAIN | Total Ridership								
Mode	**Feb-24**	**Feb-25**	**Feb-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Caltrain	487,979	694,147	907,881	30.8%	3,874,189	5,328,998	7,829,136	46.9%

OTHER MODES in San Mateo County | Average Weekday Ridership								
Mode	**Feb-24**	**Feb-25**	**Feb-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Dumbarton	95	91	93	2.2%	97	92	91	-1.6%
BART (San Mateo County)	16,368	17,577	20,901	18.9%	17,721	18,643	20,896	12.1%
OTHER MODES in San Mateo County | Total Ridership								
Mode	**Feb-24**	**Feb-25**	**Feb-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Dumbarton	1,910	1,725	1,771	2.7%	16,369	15,575	15,229	-2.2%
BART (San Mateo County)	409,200	432,693	517,522	19.6%	3,819,293	3,981,069	4,470,833	12.3%

IMPORTANT NOTES:
Total row may not add up due to rounding.
SamTrans (Bus) ridership includes Fixed-Route service.
Microtransit ridership includes Ride Plus and SamCoast.
Shuttle ridership includes SamTrans, JPB Caltrain, and other Transportation Authority funded shuttles.
BART ridership in San Mateo County does not include Daly City BART Station.
%Δ[1] indicates the percentage change for the month, current year to previous year.
%Δ[2] indicates the percentage change current year to previous, Year to Date.





FARES

SAMTRANS (BUS) | Fare Usage			
Fare Type	**Feb-24**	**Feb-25**	**Feb-26**
Adult	490,169	504,681	515,439
Eligible Discount	168,477	163,076	175,772
Youth	135,970	134,748	129,317
--- Youth Unlimited Pass	*69,162*	*79,028*	*99,606*
Total	**794,616**	**802,505**	**820,528**

This table illustrates the number of riders by fare category (Dumbarton Express and rural demand-response service excluded).

The **Youth Unlimited Pass** number is a subset of the Youth Fare Type. The program started in January 2022.

KEY PERFORMANCE INDICATORS

SAMTRANS (BUS) | Operations Key Performance Indicators			
KPI	**Feb-24**	**Feb-25**	**Feb-26**
On-Time Performance	81.2%	82.6%	82.4%
Preventable Accidents	12	16	12
--- District	*6*	*13*	*6*
--- Contracted Services	*6*	*3*	*6*
Service Calls	25	37	49
--- District	*16*	*23*	*24*
--- Contracted Services	*9*	*14*	*25*
Trips Scheduled	39,159	44,946	45,452
Did Not Operate DNOs	58	106	4

SamTrans' OTP goal is 85.0 percent. On-Time Performance (OTP) is calculated by evaluating time points within the route's schedules across the system for late, early, and on-time arrival and departure. A route is considered late if it exceeds 5 minutes. A route is considered early if it departs 59 seconds ahead of schedule.

SamTrans' Miles between Preventable Accidents goal is 100,000 miles. There were 57,730 miles between Preventable Accidents this month.

SamTrans' Miles between Service Calls goal is 25,000 miles. There were 16,257 miles between Service Calls

Broken down, the diesel fleet had 38,048 miles between Service Calls this month, while the Zero Emission fleet had 8,299 miles between Service Calls.

SAMTRANS (BUS) | Fleet Key Performance Indicators			
KPI	**Feb-24**	**Feb-25**	**Feb-26**
Revenue Hours (Scheduled)	50,537	56,026	55,036
Revenue Miles (Scheduled)	497,959	546,240	545,631
Total Fleet Miles (Actual)	749,715	791,120	796,612

Scheduled includes in-service and layover.

Note: All KPIs include all SamTrans service operated directly and by contract.

MICROTRANSIT | Ride Plus Key Performance Indicators			
KPI	**Feb-24**	**Feb-25**	**Feb-26**
Total Ridership	2,792	2,662	3,593
--- East Palo Alto Trips	*1,996*	*1,847*	*2,479*
--- Half Moon Bay Trips	*796*	*815*	*1,114*
Active Users	345	181	383
New Registrations	154	120	63
Total Downloads	252	279	236
--- iOS Downloads	*219*	*238*	*196*
--- Android Downloads	*33*	*41*	*40*
Load Factor	1.2	1.1	1.1

The **load factor** represents the average number of passengers in a vehicle. It is calculated by dividing the total number of passengers by the number of trips in service.

PARATRANSIT | Operations Key Performance Indicators			
KPI	**Feb-24**	**Feb-25**	**Feb-26**
On-Time Performance (RW)	88.8%	87.1%	81.2%
On-Time Performance (RC)	93.8%	92.2%	87.9%
Preventable Accidents (RW)	1	3	2
Preventable Accidents (RC)	0	1	0
Service Calls (RW)	3	4	7
Service Calls (RC)	0	0	0

RW = Redi-Wheels

RC = RediCoast

PARATRANSIT | Fleet Key Performance Indicators			
KPI	**Feb-24**	**Feb-25**	**Feb-26**
Revenue Miles (RW)	147,738	149,774	134,221
Revenue Miles (RC)	17,595	18,199	12,403
Fleet Miles (RW)	165,428	168,822	152,212
Fleet Miles (RC)	23,763	22,235	21,308

PRE-PANDEMIC RIDERSHIP COMPARISON

SAMTRANS | Average Weekday Ridership					
Mode	**Feb-20**	**Feb-24**	**Feb-25**	**Feb-26**	**%[3]**
Bus	37,099	31,629	33,156	33,739	90.9%
Paratransit	1,046	719	730	740	70.7%
Shuttles	12,135	1,410	1,873	1,500	12.4%
Microtransit	14	118	135	153	1092.9%
Total	**50,294**	**33,876**	**35,894**	**36,132**	**71.8%**
SAMTRANS | Total Ridership					
Mode	**Feb-20**	**Feb-24**	**Feb-25**	**Feb-26**	**%[3]**
Bus	893,407	794,616	802,505	818,757	91.6%
Paratransit	25,538	17,768	17,275	17,715	69.4%
Shuttles	238,246	28,279	35,999	33,951	14.3%
Microtransit	319	3,105	3,185	3,863	1211.0%
Total	**1,157,510**	**843,768**	**858,964**	**874,286**	**75.5%**

CALTRAIN | Average Weekday Ridership					
Mode	**Feb-20**	**Feb-24**	**Feb-25**	**Feb-26**	**%[3]**
Caltrain	67,218	21,193	30,077	38,647	57.5%
CALTRAIN | Total Ridership					
Mode	**Feb-20**	**Feb-24**	**Feb-25**	**Feb-26**	**%[3]**
Caltrain	1,406,951	487,979	694,147	907,881	64.5%

OTHER MODES in San Mateo County | Average Weekday Ridership					
Mode	**Feb-20**	**Feb-24**	**Feb-25**	**Feb-26**	**%[3]**
Dumbarton	142	95	91	93	65.5%
BART (San Mateo County)	43,088	16,368	17,577	20,901	48.5%
OTHER MODES in San Mateo County | Total Ridership					
Mode	**Feb-20**	**Feb-24**	**Feb-25**	**Feb-26**	**%[3]**
Dumbarton	2,706	1,910	1,725	1,771	65.4%
BART (San Mateo County)	977,245	409,200	432,693	517,522	53.0%

The following tables show the change in ridership over the last four years to encompass changes due to the COVID-19 pandemic.

%[3] indicates the rate of ridership recovery, current year (FY2026) to pre-pandemic year (FY2020). For example, SamTrans Bus Average Weekday Ridership reached 90.9 percent of pre-pandemic levels (2020) for this month of February 2026.

PRE-PANDEMIC FARES COMPARISON

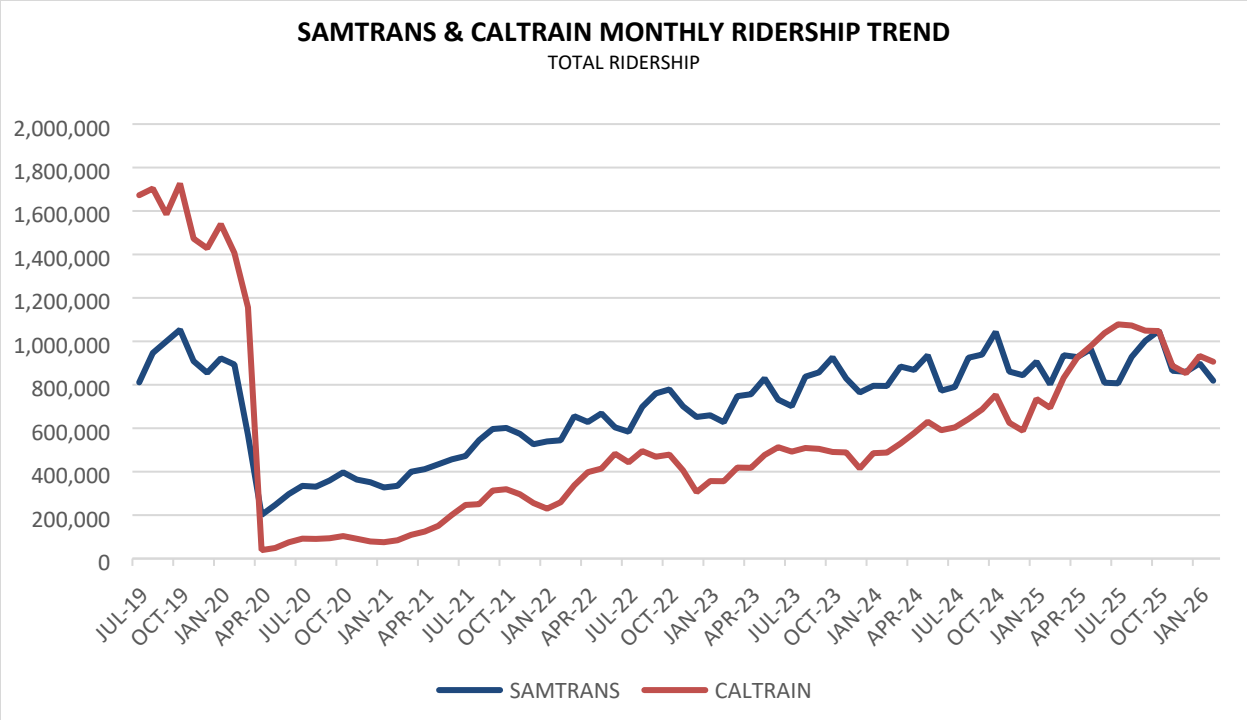
SAMTRANS (BUS) | Fare Usage					
Fare Type	**Feb-20**	**Feb-24**	**Feb-25**	**Feb-26**	**%[3]**
Adult	477,304	490,169	504,681	515,439	108.0%
Youth	182,369	135,970	134,748	129,317	70.9%
Eligible Discount	234,505	168,477	163,076	175,772	75.0%
Total	**894,178**	**794,616**	**802,505**	**820,528**	**91.8%**

%[3] indicates the rate of ridership recovery, current year (FY2026) to pre-pandemic year (FY2020).

Dumbarton and demand-response service are excluded.

IMPORTANT NOTES:

Total row may not add up due to rounding.
SamTrans (Bus) ridership includes Fixed-Route service.
Microtransit ridership includes Ride Plus and SamCoast.
Shuttle ridership includes SamTrans, JPB Caltrain, and other Transportation Authority funded shuttles.
BART ridership in San Mateo County does not include Daly City BART Station.



CUSTOMER EXPERIENCE

SAMTRANS (BUS) | Customer Experience			
KPI	**Feb-24**	**Feb-25**	**Feb-26**
Complaints	104	95	105
Accessibility	15	6	10
Compliments	24	11	13
Service Requests	69	29	82
Reports Total	**212**	**141**	**210**

The table is a detailed summary of SamTrans Consumer Reports received by the Customer Experience Department.

The total number of reports for SamTrans increased 48.9% from 141 reports in February 2025 to 210 reports in February 2026.

Prepared By: Emily Chen Senior Planner, Operations Planning 650-551-6127

Revised Staff Report which was originally provided for the May 6, 2026, Community Relations Committee Meeting.

San Mateo County Transit District
Staff Report

To:	Board of Directors
Through:	April Chan, General Manager/CEO
From:	Joshuah Mello, Chief Planning Officer
	David Olmeda, Chief Operating Officer, Bus
Subject:	**Monthly State of Service Report - March 2026**

Action
This report is for information only. No action is required.

Note
Due to data issues with Next Generation Clipper, the data presented in the original report for March 2026 was incomplete for San Mateo County Transit District (SamTrans or District) fixed-route ridership and open payment fares. The data issue has been resolved. This report includes the updated ridership and fares figures for March 2026.

Significance
SamTrans: Average weekday ridership across all four modes (Bus, Paratransit, Shuttles, and Microtransit) increased 3.2 percent in March 2026 compared to March 2025. The total monthly ridership increased 5.2 percent in March 2026 compared to March 2025.

Microtransit: Average weekday ridership on all microtransit services was 157, and total ridership was 4,347. The average weekday ridership decreased 5.5 percent compared to March 2025, and the total ridership increased 0.7 percent compared to March 2025.

Youth Unlimited Pass: For March 2026, Youth Unlimited Pass usage decreased 13.0 percent compared to March 2025.

Other SamTrans Key Performance Indicators (includes Contracted Urban Bus Service [CUBS]):

- **Preventable Accidents** – There were 11 preventable accidents in March 2026 six from District and five from contracted services). The goal is to have one or fewer preventable accidents per 100,000 miles; SamTrans did not meet its goal with 1.3 accidents per 100,000 miles.

- **Miles Between Service Calls (MBSC) –** There were 44 service calls in March 2026 (31 from District and 13 from contracted services). The goal is to have one or fewer service calls per every 25,000 miles. Fixed-route service did not meet its goal with 1.3 service calls per 25,000 miles. For the District's service calls, a disproportionate

number of calls are attributable to the zero-emission bus fleet. The diesel bus sub-fleet had 1.01 service calls per 25,000 miles, and the zero-emission bus sub-fleet had 2.6 service calls per 25,000 miles.

- **On-Time-Performance (OTP) –** March 2026 systemwide OTP was 81.2 percent. The goal is to have 85 percent systemwide on-time performance. Fixed-route service did not meet this goal.

- **Did Not Operate (DNOs) –** In March 2026, there were 11 total DNOs. The goal is to miss less than 0.1 percent of scheduled trips. Fixed-route service met this goal with 0.02 percent missed trips.

RIDERSHIP (ALL MODES)

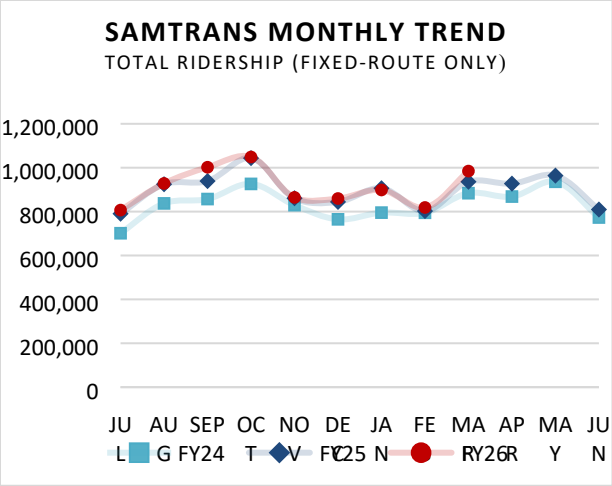
SAMTRANS | Average Weekday Ridership								
Mode	**Mar-24**	**Mar-25**	**Mar-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Bus	33,660	35,494	36,804	3.7%	31,347	34,176	35,046	2.5%
Paratransit	766	772	771	-0.1%	720	753	758	0.6%
Shuttles	1,837	1,845	1,789	-3.0%	1,694	1,814	1,775	-2.2%
Microtransit	110	166	157	-5.5%	124	133	159	19.6%
Total	**36,373**	**38,277**	**39,521**	**3.2%**	**33,886**	**36,876**	**37,737**	**2.3%**
SAMTRANS | Total Ridership								
Mode	**Mar-24**	**Mar-25**	**Mar-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Bus	883,835	934,042	984,558	5.4%	7,389,783	8,045,338	8,211,947	2.1%
Paratransit	19,612	19,727	20,273	2.8%	165,990	172,844	174,524	1.0%
Shuttles	38,049	38,701	39,333	1.6%	314,591	337,436	336,812	-0.2%
Microtransit	2,969	4,318	4,347	0.7%	30,704	31,473	38,422	22.1%
Total	**944,465**	**996,788**	**1,048,511**	**5.2%**	**7,901,068**	**8,587,091**	**8,761,705**	**2.0%**

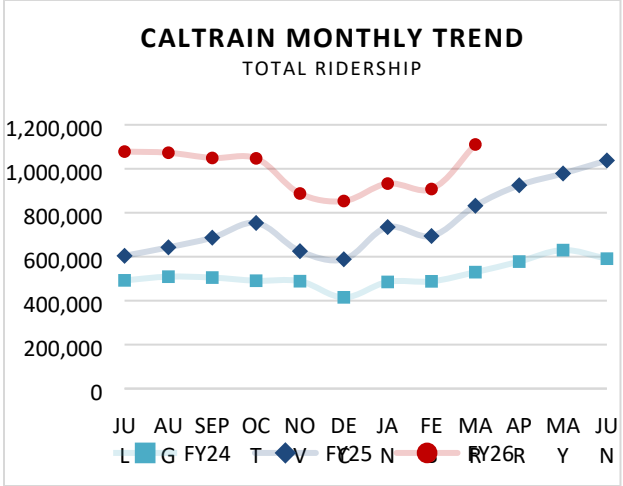
CALTRAIN | Average Weekday Ridership								
Mode	**Mar-24**	**Mar-25**	**Mar-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Caltrain	21,773	32,418	42,057	29.7%	20,329	27,012	38,980	44.3%
CALTRAIN | Total Ridership								
Mode	**Mar-24**	**Mar-25**	**Mar-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Caltrain	529,753	831,814	1,110,579	33.5%	4,403,942	6,160,812	8,939,715	45.1%

OTHER MODES in San Mateo County | Average Weekday Ridership								
Mode	**Mar-24**	**Mar-25**	**Mar-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Dumbarton	97	94	99	5.3%	97	92	92	-0.8%
BART (San Mateo County)	17,123	20,298	22,694	11.8%	17,655	18,827	21,096	12.1%
OTHER MODES in San Mateo County | Total Ridership								
Mode	**Mar-24**	**Mar-25**	**Mar-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Dumbarton	2,047	1,965	2,181	11.0%	18,416	17,540	17,410	-0.7%
BART (San Mateo County)	461,104	509,822	637,186	25.0%	4,280,397	4,490,891	5,108,019	13.7%

IMPORTANT NOTES:

Total row may not add up due to rounding.
SamTrans (Bus) ridership includes Fixed-Route service.
Microtransit ridership includes Ride Plus and SamCoast.
Shuttle ridership includes SamTrans, JPB Caltrain, and other Transportation Authority funded shuttles.
BART ridership in San Mateo County does not include Daly City BART Station.
%Δ[1] indicates the percentage change for the month, current year to previous year.
%Δ[2] indicates the percentage change current year to previous, Year to Date.





FARES

SAMTRANS (BUS) | Fare Usage			
Fare Type	**Mar-24**	**Mar-25**	**Mar-26**
Adult	537,860	579,525	611,607
Eligible Discount	182,763	186,771	214,184
Youth	163,212	167,746	160,948
--- Youth Unlimited Pass	*86,917*	*100,192*	*87,148*
Total	**883,835**	**934,042**	**986,739**

This table illustrates the number of riders by fare category (Dumbarton Express and rural demand-response service excluded).

The **Youth Unlimited Pass** number is a subset of the Youth Fare Type. The program started in January 2022.

KEY PERFORMANCE INDICATORS

SAMTRANS (BUS) | Operations Key Performance Indicators			
KPI	**Mar-24**	**Mar-25**	**Mar-26**
On-Time Performance	82.6%	82.2%	81.2%
Preventable Accidents	19	25	11
--- District	*12*	*17*	*6*
--- Contracted Services	*7*	*8*	*5*
Service Calls	25	31	44
--- District	*18*	*22*	*31*
--- Contracted Services	*7*	*9*	*13*
Trips Scheduled	41,528	49,509	50,212
Did Not Operate DNOs	7	30	11

SamTrans' OTP goal is 85.0 percent. On-Time Performance (OTP) is calculated by evaluating time points within the route's schedules across the system for late, early, and on-time arrival and departure. A route is considered late if it exceeds 5 minutes. A route is considered early if it departs 59 seconds ahead of schedule.

SamTrans' Miles between Preventable Accidents goal is 100,000 miles. There were 79,746 miles between Preventable Accidents this month.

SamTrans' Miles between Service Calls goal is 25,000 miles. There were 19,937 miles between Service Calls this month.

SAMTRANS (BUS) | Fleet Key Performance Indicators			
KPI	**Mar-24**	**Mar-25**	**Mar-26**
Revenue Hours (Scheduled)	54,477	61,913	60,831
Revenue Miles (Scheduled)	533,153	598,666	603,058
Total Fleet Miles (Actual)	793,641	855,934	877,211

Sched. = Scheduled, which includes in-service and layover.

Note: All KPIs include all SamTrans service operated directly and by contract.

MICROTRANSIT | Ride Plus Key Performance Indicators			
KPI	**Mar-24**	**Mar-25**	**Mar-26**
Total Ridership	2,697	3,721	4,014
--- East Palo Alto Trips	*1,898*	*2,754*	*2,816*
--- Half Moon Bay Trips	*799*	*967*	*1,198*
Active Users	313	316	389
New Registrations	130	80	54
Total Downloads	292	227	265
--- iOS Downloads	*263*	*165*	*207*
--- Android Downloads	*29*	*62*	*58*
Load Factor	1.2	1.2	1.2

The **load factor** represents the average number of passengers in a vehicle. It is calculated by dividing the total number of passengers by the number of trips in service.

PARATRANSIT | Operations Key Performance Indicators			
KPI	**Mar-24**	**Mar-25**	**Mar-26**
On-Time Performance (RW)	88.4%	87.2%	84.4%
On-Time Performance (RC)	93.1%	85.1%	89.9%
Preventable Accidents (RW)	6	0	5
Preventable Accidents (RC)	0	0	0
Service Calls (RW)	1	5	3
Service Calls (RC)	3	4	0

RW = Redi-Wheels

RC = RediCoast

PARATRANSIT | Fleet Key Performance Indicators			
KPI	**Mar-24**	**Mar-25**	**Mar-26**
Revenue Miles (RW)	162,727	166,988	152,517
Revenue Miles (RC)	21,768	19,239	13,905
Fleet Miles (RW)	179,672	186,565	173,202
Fleet Miles (RC)	27,666	19,857	22,686

PRE-PANDEMIC RIDERSHIP COMPARISON

SAMTRANS | Average Weekday Ridership					
Mode	**Mar-19**	**Mar-24**	**Mar-25**	**Mar-26**	**%[3]**
Bus	35,914	33,660	35,494	36,804	102.5%
Paratransit	1,140	766	772	771	67.6%
Shuttles	12,370	1,837	1,845	1,789	14.5%
Microtransit	16	110	166	157	981.3%
Total	**49,440**	**36,373**	**38,277**	**39,521**	**79.9%**
SAMTRANS | Total Ridership					
Mode	**Mar-19**	**Mar-24**	**Mar-25**	**Mar-26**	**%[3]**
Bus	911,932	883,835	934,042	984,558	108.0%
Paratransit	28,360	19,612	19,727	20,273	71.5%
Shuttles	259,410	38,049	38,701	39,333	15.2%
Microtransit	408	2,969	4,318	4,347	1065.4%
Total	**1,200,110**	**944,465**	**996,788**	**1,048,511**	**87.4%**

CALTRAIN | Average Weekday Ridership					
Mode	**Mar-19**	**Mar-24**	**Mar-25**	**Mar-26**	**%[3]**
Caltrain	65,060	21,773	32,418	42,057	64.6%
CALTRAIN | Total Ridership					
Mode	**Mar-19**	**Mar-24**	**Mar-25**	**Mar-26**	**%[3]**
Caltrain	1,487,890	529,753	831,814	1,110,579	74.6%

OTHER MODES in San Mateo County | Average Weekday Ridership					
Mode	**Mar-19**	**Mar-24**	**Mar-25**	**Mar-26**	**%[3]**
Dumbarton	125	97	94	99	79.2%
BART (San Mateo County)	45,010	17,123	20,298	22,694	50.4%
OTHER MODES in San Mateo County | Total Ridership					
Mode	**Mar-19**	**Mar-24**	**Mar-25**	**Mar-26**	**%[3]**
Dumbarton	2,615	2,047	1,965	2,181	83.4%
BART (San Mateo County)	1,113,350	461,104	509,822	637,186	57.2%

The following tables show the change in ridership over the last four years to encompass changes due to the COVID-19 pandemic.

%[3] indicates the rate of ridership recovery, current year (FY2026) to pre-pandemic year (FY2019). For example, SamTrans Bus Average Weekday Ridership reached 102.5 percent of pre-pandemic levels (2019) for this month of March 2026.

PRE-PANDEMIC FARES COMPARISON

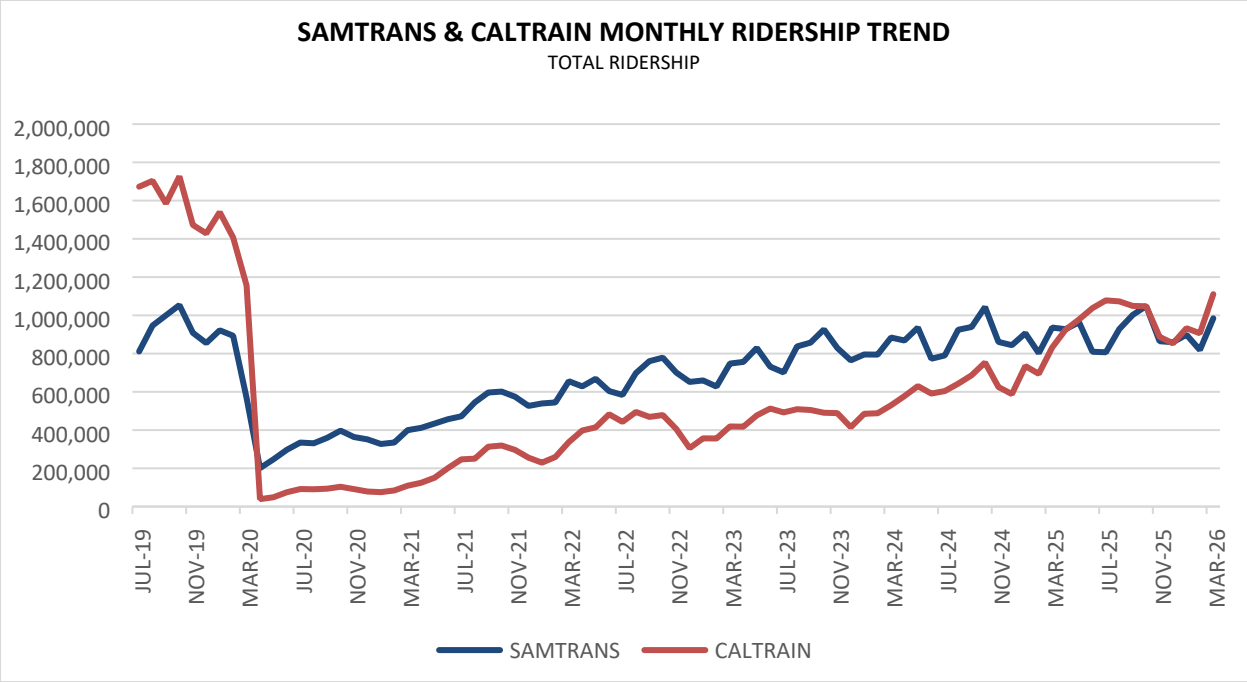
SAMTRANS (BUS) | Fare Usage					
Fare Type	**Mar-19**	**Mar-24**	**Mar-25**	**Mar-26**	**%[3]**
Adult	453,135	537,860	579,525	611,607	135.0%
Youth	219,391	163,212	167,746	160,948	73.4%
Eligible Discount	236,786	182,763	186,771	214,184	90.5%
Total	**909,312**	**883,835**	**934,042**	**986,739**	**108.5%**

%[3] indicates the rate of ridership recovery, current year (FY2026) to pre-pandemic year (FY2019).

Dumbarton and demand-response service are excluded.

IMPORTANT NOTES:

Total row may not add up due to rounding.
SamTrans (Bus) ridership includes Fixed-Route service.
Microtransit ridership includes Ride Plus and SamCoast.
Shuttle ridership includes SamTrans, JPB Caltrain, and other Transportation Authority funded shuttles.
BART ridership in San Mateo County does not include Daly City BART Station.



CUSTOMER EXPERIENCE

SAMTRANS (BUS) | Customer Experience			
KPI	**Mar-24**	**Mar-25**	**Mar-26**
Complaints	93	95	119
Accessibility	3	13	10
Compliments	11	9	14
Service Requests	38	61	41
Reports Total	**145**	**178**	**184**

The table is a detailed summary of SamTrans Consumer Reports received by the Customer Experience Department.

The total number of reports for SamTrans increased 3.4% from 178 reports in March 2025 to 184 reports in March 2026.

Prepared By: Kate Christopherson, AICP Principal Transportation Planner, Operations Planning 650-622-7877

Revised Staff Report which was originally provided for the June 3, 2026, Community Relations Committee Meeting.

San Mateo County Transit District
Staff Report

To:	Board of Directors
Through:	April Chan, General Manager/CEO
From:	Joshuah Mello, Chief Planning Officer
	David Olmeda, Chief Operating Officer, Bus
Subject:	**Monthly State of Service Report - April 2026**

Action
This report is for information only. No action is required.

Note
Due to data issues with Next Generation Clipper, the data presented in the original report for April 2026 was incomplete for San Mateo County Transit District (SamTrans or District) fixed-route ridership and open payment fares. The data issue has been resolved. This report includes the updated ridership and fares figures for April 2026.

Significance
SamTrans: Average weekday ridership across all four modes (Bus, Paratransit, Shuttles, and Microtransit) increased 0.02 percent in April 2026 compared to April 2025. The total monthly ridership decreased 0.4 percent in April 2026 compared to April 2025.

Microtransit: Average weekday ridership on all microtransit services was 152, and total ridership was 3,994. The average weekday ridership decreased 1.9 percent compared to April 2025, and the total ridership decreased 3.3 percent compared to April 2025.

Youth Unlimited Pass: For April 2026, Youth Unlimited Pass usage decreased 5.8 percent compared to April 2025.

Other SamTrans Key Performance Indicators (includes Contracted Urban Bus Service [CUBS]):

- **Preventable Accidents** – There were 13 preventable accidents in April 2026 (eight from District and five from contracted services). The goal is to have more than 100,000 miles between preventable accidents; SamTrans did not meet its goal with 66,038 miles between preventable accidents.

- **Miles Between Service Calls (MBSC) –** There were 41 service calls in April 2026 (28 from District and 13 from contracted services). The goal is to have more than 25,000 miles between service calls. SamTrans did not meet its goal with 20,939 miles between service calls. For the District's service calls, a disproportionate number of calls are attributable to the zero-emission bus fleet. The diesel bus sub-fleet had 52,883 miles between service calls, while the zero-emission bus sub-fleet had 15,455 miles between service calls.

- **On-Time-Performance (OTP) –** April 2026 systemwide OTP was 83.3 percent. The goal is to have 85 percent systemwide on-time performance. Fixed-route service did not meet this goal.

- **Did Not Operate (DNOs) –** In April 2026, there were three total DNOs. The goal is to miss less than 0.1 percent of scheduled trips. SamTrans met this goal with 0.01 percent missed trips.

RIDERSHIP (ALL MODES)

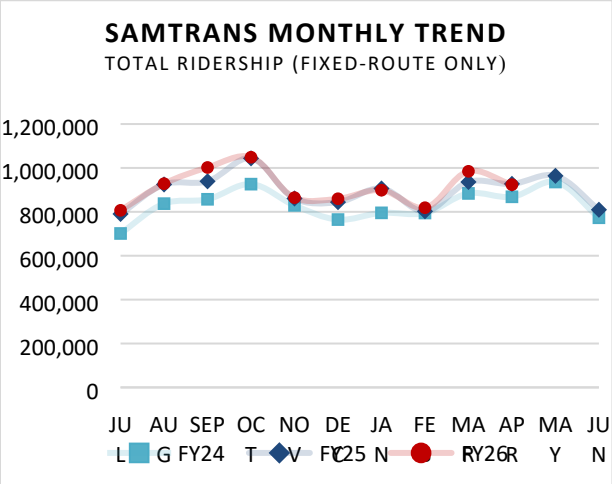
SAMTRANS | Average Weekday Ridership								
Mode	**Apr-24**	**Apr-25**	**Apr-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Bus	32,934	35,202	35,208	0.0%	31,506	34,279	35,062	2.3%
Paratransit	747	759	768	1.2%	723	754	759	0.7%
Shuttles	1,587	1,874	1,868	-0.3%	1,684	1,820	1,784	-2.0%
Microtransit	114	155	152	-1.9%		135	158	17.1%
Total	**35,382**	**37,990**	**37,996**	**0.02%**	**33,913**	**36,988**	**37,763**	**2.1%**
SAMTRANS | Total Ridership								
Mode	**Apr-24**	**Apr-25**	**Apr-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Bus	868,471	927,454	923,731	-0.4%	8,258,254	8,972,792	9,135,678	1.8%
Paratransit	19,291	19,707	19,896	1.0%	185,281	192,551	194,420	1.0%
Shuttles	34,961	40,835	40,761	-0.2%	349,552	378,271	377,573	-0.2%
Microtransit	3,086	4,131	3,994	-3.3%		35,604	42,416	19.1%
Total	**925,809**	**992,127**	**988,382**	**-0.4%**	**8,793,087**	**9,579,218**	**9,750,087**	**1.8%**

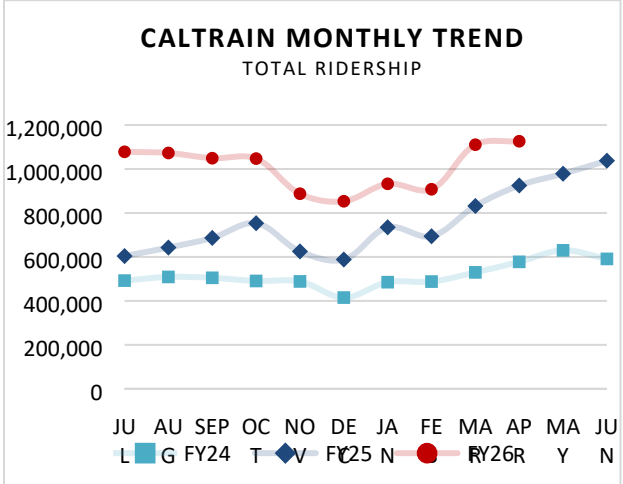
CALTRAIN | Average Weekday Ridership								
Mode	**Apr-24**	**Apr-25**	**Apr-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Caltrain	23,122	35,374	43,514	23.0%	20,609	27,848	39,434	41.6%
CALTRAIN | Total Ridership								
Mode	**Apr-24**	**Apr-25**	**Apr-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Caltrain	577,786	925,001	1,126,222	21.8%	4,981,728	7,085,813	10,065,937	42.1%

OTHER MODES in San Mateo County | Average Weekday Ridership								
Mode	**Apr-24**	**Apr-25**	**Apr-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Dumbarton	101	94	100	6.4%	98	93	92	-0.1%
BART (San Mateo County)	17,713	19,729	22,661	14.9%	17,661	18,917	21,253	12.3%
OTHER MODES in San Mateo County | Total Ridership								
Mode	**Apr-24**	**Apr-25**	**Apr-26**	**%Δ[1]**	**YTD FY24**	**YTD FY25**	**YTD FY26**	**%Δ[2]**
Dumbarton	2,211	2,059	2,196	6.7%	20,627	19,599	19,606	0.0%
BART (San Mateo County)	473,877	530,427	609,048	14.8%	4,754,274	5,021,318	5,717,067	13.9%

IMPORTANT NOTES:
Total row may not add up due to rounding.
SamTrans (Bus) ridership includes Fixed-Route service.
Microtransit ridership includes Ride Plus and SamCoast.

Shuttle ridership includes SamTrans, JPB Caltrain, and other Transportation Authority funded shuttles.
BART ridership in San Mateo County does not include Daly City BART Station.
%Δ[1] indicates the percentage change for the month, current year to previous year.
%Δ[2] indicates the percentage change current year to previous, Year to Date.





FARES

SAMTRANS (BUS) | Fare Usage			
Fare Type	**Apr-24**	**Apr-25**	**Apr-26**
Adult	537,053	581,407	581,070
Eligible Discount	184,462	193,242	205,370
Youth	146,956	152,805	139,487
--- Youth Unlimited Pass	*79,666*	*92,531*	*87,148*
Total	**868,471**	**927,454**	**925,927**

This table illustrates the number of riders by fare category (Dumbarton Express and rural demand-response service excluded).

The **Youth Unlimited Pass** number is a subset of the Youth Fare Type. The program started in January 2022.

KEY PERFORMANCE INDICATORS

SAMTRANS (BUS) | Operations Key Performance Indicators			
KPI	**Apr-24**	**Apr-25**	**Apr-26**
On-Time Performance	82.6%	83.0%	83.3%
Preventable Accidents	15	13	13
--- District	*6*	*11*	*8*
--- Contracted Services	*9*	*2*	*5*
Service Calls	32	39	41
--- District	*21*	*17*	*28*
--- Contracted Services	*11*	*22*	*13*
Trips Scheduled	41,188	48,880	49,031
Did Not Operate DNOs	6	19	3

SamTrans' OTP goal is 85.0 percent. On-Time Performance (OTP) is calculated by evaluating time points within the route's schedules across the system for late, early, and on-time arrival and departure. A route is considered late if it exceeds 5 minutes. A route is considered early if it departs 59 seconds ahead of schedule.

SamTrans' Miles between Preventable Accidents goal is 100,000 miles. There were 66,038 miles between Preventable Accidents this month.

SamTrans' Miles between Service Calls goal is 25,000 miles. There were 20,939 miles between Service Calls this month.

SAMTRANS (BUS) | Fleet Key Performance Indicators			
KPI	**Apr-24**	**Apr-25**	**Apr-26**
Revenue Hours (Scheduled)	53,519	60,716	59,262
Revenue Miles (Scheduled)	526,353	589,695	587,842
Total Fleet Miles (Actual)	782,126	858,398	858,496

Note: All KPIs include all SamTrans service operated directly and by contract.

Scheduled includes in-service and layover.

MICROTRANSIT | Ride Plus Key Performance Indicators			
KPI	**Apr-24**	**Apr-25**	**Apr-26**
Total Ridership	2,731	3,543	3,675
--- East Palo Alto Trips	*1,925*	*2,596*	*2,515*
--- Half Moon Bay Trips	*806*	*947*	*1,160*
Active Users	330	315	377
New Registrations	148	69	58
Total Downloads	287	226	223
--- iOS Downloads	*250*	*174*	*162*
--- Android Downloads	*37*	*52*	*61*
Load Factor	1.26	1.22	1.17

Ride Plus started in June 2023.

The **load factor** represents the average number of passengers in a vehicle. It is calculated by dividing the total number of passengers by the number of trips in service.

PARATRANSIT | Operations Key Performance Indicators			
KPI	**Apr-24**	**Apr-25**	**Apr-26**
On-Time Performance (RW)	91.4%	87.1%	86.4%
On-Time Performance (RC)	93.0%	69.8%	94.9%
Preventable Accidents (RW)	0	6	3
Preventable Accidents (RC)	0	0	0
Service Calls (RW)	3	6	3
Service Calls (RC)	0	0	0

RW = Redi-Wheels

RC = RediCoast

PARATRANSIT | Fleet Key Performance Indicators			
KPI	**Apr-24**	**Apr-25**	**Apr-26**
Revenue Miles (RW)	156,471	165,461	155,688
Revenue Miles (RC)	21,637	14,729	14,248
Fleet Miles (RW)	173,961	185,182	175,092
Fleet Miles (RC)	26,632	28,293	23,333

PRE-PANDEMIC RIDERSHIP COMPARISON

SAMTRANS | Average Weekday Ridership					
Mode	**Apr-19**	**Apr-24**	**Apr-25**	**Apr-26**	**%[3]**
Bus	33,321	32,934	35,202	35,208	105.7%
Paratransit	1,151	747	759	768	66.7%
Shuttles	11,613	1,587	1,874	1,868	16.1%
Microtransit	11	114	155	152	1381.8%
Total	**46,096**	**35,382**	**37,990**	**37,996**	**82.4%**
SAMTRANS | Total Ridership					
Mode	**Apr-19**	**Apr-24**	**Apr-25**	**Apr-26**	**%[3]**
Bus	880,203	868,471	927,454	923,731	104.9%
Paratransit	28,896	19,291	19,707	19,896	68.9%
Shuttles	254,372	34,961	40,835	40,761	16.0%
Microtransit	261	3,086	4,131	3,994	1530.3%
Total	**1,163,732**	**925,809**	**992,127**	**988,382**	**84.9%**

CALTRAIN | Average Weekday Ridership					
Mode	**Apr-19**	**Apr-24**	**Apr-25**	**Apr-26**	**%[3]**
Caltrain	67,728	23,122	35,374	43,514	64.2%
CALTRAIN | Total Ridership					
Mode	**Apr-19**	**Apr-24**	**Apr-25**	**Apr-26**	**%[3]**
Caltrain	1,593,266	577,786	925,001	1,126,222	70.7%

OTHER MODES in San Mateo County | Average Weekday Ridership					
Mode	**Apr-19**	**Apr-24**	**Apr-25**	**Apr-26**	**%[3]**
Dumbarton	131	101	94	100	76.3%
BART (San Mateo County)	45,641	17,713	19,729	22,661	49.7%
OTHER MODES in San Mateo County | Total Ridership					
Mode	**Apr-19**	**Apr-24**	**Apr-25**	**Apr-26**	**%[3]**
Dumbarton	2,885	2,211	2,059	2,196	76.1%
BART (San Mateo County)	1,141,040	473,877	530,427	609,048	53.4%

The following tables show the change in ridership over the last four years to encompass changes due to the COVID-19 pandemic.

%[3] indicates the rate of ridership recovery, current year (FY2026) to pre-pandemic year (FY2019). For example, SamTrans Bus Average Weekday Ridership reached 105.7 percent of pre-pandemic levels (2019) for this month of April 2026.

PRE-PANDEMIC FARES COMPARISON

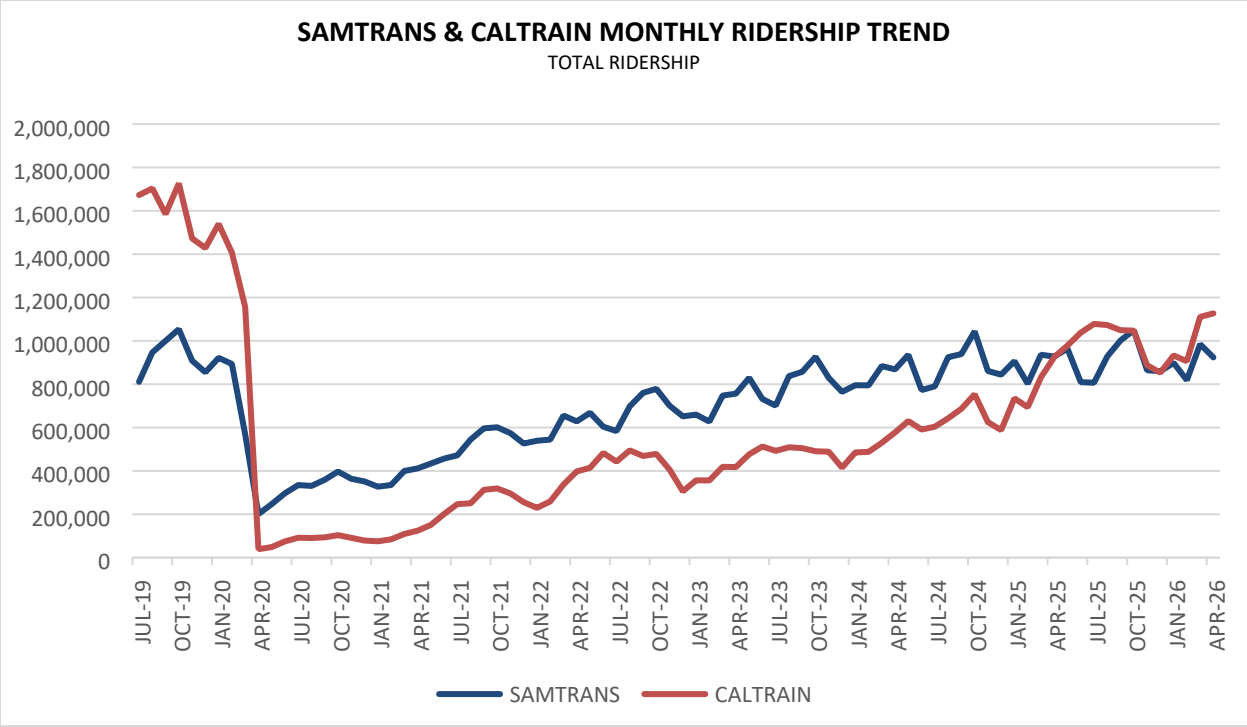
SAMTRANS (BUS) | Fare Usage					
Fare Type	**Apr-19**	**Apr-24**	**Apr-25**	**Apr-26**	**%[3]**
Adult	448,611	537,053	581,407	581,070	129.5%
Youth	194,645	146,956	152,805	139,487	71.7%
Eligible Discount	236,947	184,462	193,242	205,370	86.7%
Total	**880,203**	**868,471**	**927,454**	**925,927**	**105.2%**

%[3] indicates the rate of ridership recovery, current year (FY2026) to pre-pandemic year (FY2019).

Dumbarton and demand-response service are excluded.

IMPORTANT NOTES:

Total row may not add up due to rounding.
SamTrans (Bus) ridership includes Fixed-Route service.
Microtransit ridership includes Ride Plus and SamCoast.
Shuttle ridership includes SamTrans, JPB Caltrain, and other Transportation Authority funded shuttles.
BART ridership in San Mateo County does not include Daly City BART Station.



CUSTOMER EXPERIENCE

SAMTRANS (BUS) | Customer Experience			
KPI	**Apr-24**	**Apr-25**	**Apr-26**
Complaints	99	110	103
Accessibility	10	11	13
Compliments	13	14	9
Service Requests	47	30	56
Reports Total	**169**	**165**	**181**

The table is a detailed summary of SamTrans Consumer Reports received by the Customer Experience Department.

The total number of reports for SamTrans increased 9.7% from 165 reports in April 2025 to 181 reports in April 2026.

Prepared By: Kate Christopherson, AICP — Acting Manager, Service Planning and Scheduling — 650-622-7877

Revised Staff Report which was originally provided for the July 8, 2026, Community Relations Committee Meeting.

San Mateo County Transit District
Staff Report

To:	Board of Directors
Through:	April Chan, General Manager/CEO
From:	Joshuah Mello, Chief Planning Officer
	David Olmeda, Chief Operating Officer, Bus
Subject:	**Monthly State of Service Report - May 2026**

Action
This report is for information only. No action is required.

Note
Due to data issues with Next Generation Clipper, the data presented in the original report for May 2026 was incomplete for San Mateo County Transit District (SamTrans or District) fixed-route ridership and open payment fares. The data issue has been resolved. This report includes the updated ridership and fares figures for May 2026.

Significance
SamTrans: Average weekday ridership across all four modes (Bus, Paratransit, Shuttles, and Microtransit) increased 1.0 percent in May 2026 compared to May 2025. The total monthly ridership decreased 0.8 percent in May 2026 compared to May 2025.

Microtransit: Average weekday ridership on all microtransit services was 148, and total ridership was 3,886. The average weekday ridership decreased 15.8 percent compared to May 2025, and the total ridership decreased 15.2 percent compared to May 2025.

Youth Unlimited Pass: For May 2026, Youth Unlimited Pass usage decreased 9.4 percent compared to May 2025. May 2026 had one less weekday than May 2025.

Other SamTrans Key Performance Indicators (includes Contracted Urban Bus Service [CUBS]):

- **Preventable Accidents** – There were 14 preventable accidents in May 2026 (eight from District and six from contracted services). The goal is to have more than 100,000 miles between preventable accidents; SamTrans did not meet its goal with 61,825 miles between preventable accidents.

- **Miles Between Service Calls (MBSC) –** There were 39 service calls in May 2026 (22 from District and 17 from contracted services). The goal is to have more than 25,000 miles between service calls. SamTrans did not meet its goal with 22,193 miles between service calls. For the District's service calls, a disproportionate number of calls are attributable to the zero-emission bus fleet. The diesel bus sub-fleet had 34,902 miles between

service calls, while the zero-emission bus sub-fleet had 12,685 miles between service calls.

- **On-Time-Performance (OTP) –** May 2026 systemwide OTP was 81.4 percent. The goal is to have 85 percent systemwide on-time performance. Fixed-route service did not meet this goal.

- **Did Not Operate (DNOs) –** In May 2026, there were 11 total DNOs. The goal is to miss fewer than 0.1 percent of scheduled trips. SamTrans met this goal with 0.02 percent of trips missed.

RIDERSHIP (ALL MODES)

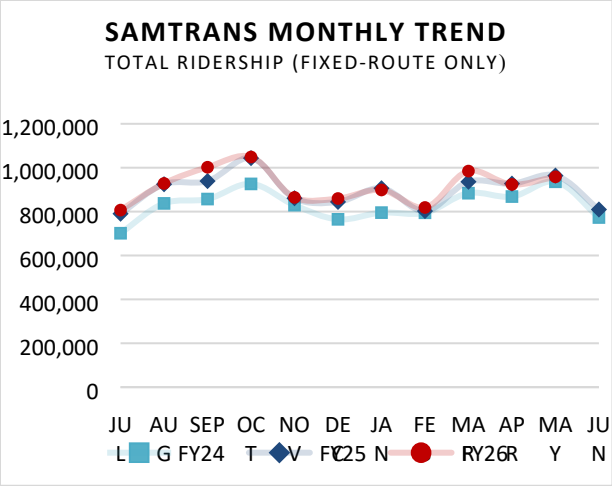
SAMTRANS | Average Weekday Ridership								
Mode	**May-24**	**May-25**	**May-26**	**%Δ[1]**	**YTD FY23**	**YTD FY24**	**YTD FY25**	**%Δ[2]**
Bus	35,344	36,659	37,052	1.1%	31,855	34,495	35,243	2.2%
Paratransit	770	797	780	-2.1%	727	758	761	0.4%
Shuttles	1,666	1,943	1,992	2.5%	1,682	1,832	1,803	-1.5%
Microtransit	118	176	148	-15.8%		139	157	13.3%
Total	**37,898**	**39,575**	**39,972**	**1.0%**	**34,264**	**37,223**	**37,964**	**2.0%**
SAMTRANS | Total Ridership								
Mode	**May-24**	**May-25**	**May-26**	**%Δ[1]**	**YTD FY23**	**YTD FY24**	**YTD FY25**	**%Δ[2]**
Bus	933,606	964,015	958,314	-0.6%	9,191,860	9,936,807	10,093,992	1.6%
Paratransit	20,301	20,363	19,734	-3.1%	205,582	212,914	214,154	0.6%
Shuttles	36,709	40,473	39,475	-2.5%	386,261	418,744	417,048	-0.4%
Microtransit	3,259	4,580	3,886	-15.2%		40,184	46,302	15.2%
Total	**993,875**	**1,029,431**	**1,021,409**	**-0.8%**	**9,783,703**	**10,608,649**	**10,771,496**	**1.5%**

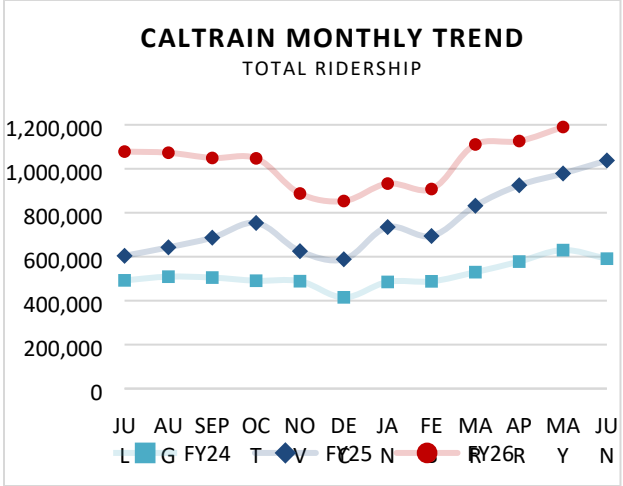
CALTRAIN | Average Weekday Ridership								
Mode	**May-24**	**May-25**	**May-26**	**%Δ[1]**	**YTD FY23**	**YTD FY24**	**YTD FY25**	**%Δ[2]**
Caltrain	24,457	37,416	45,319	21.1%	20,958	28,718	39,969	39.2%
CALTRAIN | Total Ridership								
Mode	**May-24**	**May-25**	**May-26**	**%Δ[1]**	**YTD FY23**	**YTD FY24**	**YTD FY25**	**%Δ[2]**
Caltrain	629,959	978,574	1,190,008	21.6%	5,611,687	8,064,387	11,255,945	39.6%

OTHER MODES in San Mateo County | Average Weekday Ridership								
Mode	**May-24**	**May-25**	**May-26**	**%Δ[1]**	**YTD FY23**	**YTD FY24**	**YTD FY25**	**%Δ[2]**
Dumbarton	102	94	100	6.4%	98	93	93	0.5%
BART (San Mateo County)	18,747	19,930	23,940	20.1%	17,759	19,009	21,497	13.1%
OTHER MODES in San Mateo County | Total Ridership								
Mode	**May-24**	**May-25**	**May-26**	**%Δ[1]**	**YTD FY23**	**YTD FY24**	**YTD FY25**	**%Δ[2]**
Dumbarton	2,244	1,968	2,006	1.9%	22,871	21,567	21,612	0.2%
BART (San Mateo County)	517,747	549,095	653,488	19.0%	5,272,021	5,570,413	6,370,555	14.4%

IMPORTANT NOTES:

Total row may not add up due to rounding.
SamTrans (Bus) ridership includes Fixed-Route service.
Microtransit ridership includes Ride Plus and SamCoast.
Shuttle ridership includes SamTrans, JPB Caltrain, and other Transportation Authority funded shuttles.
BART ridership in San Mateo County does not include Daly City BART Station.
%Δ[1] indicates the percentage change for the month, current year to previous year.
%Δ2 indicates the percentage change current year to previous, Year to Date.





FARES

SAMTRANS (BUS) | Fare Usage			
Fare Type	**May-24**	**May-25**	**May-26**
Adult	566,172	593,489	595,263
Eligible Discount	191,333	197,543	211,994
Youth	176,101	172,983	153,063
-- Youth Unlimited Pass	*98,101*	*104,697*	*94,891*
Total	**933,606**	**964,015**	**960,320**

This table illustrates the number of riders by fare category (Dumbarton Express and rural demand-response service excluded).

The **Youth Unlimited Pass** number is a subset of the Youth Fare Type. This program started in January 2022.

KEY PERFORMANCE INDICATORS

SAMTRANS (BUS) | Operations Key Performance Indicators			
KPI	**May-24**	**May-25**	**May-26**
On-Time Performance	81.5%	81.8%	81.4%
Preventable Accidents	13	16	14
--- District	*8*	*14*	*8*
--- Contracted Services	*5*	*2*	*6*
Service Calls	32	49	39
--- District	*19*	*18*	*22*
--- Contracted Services	*13*	*31*	*17*
Trips Scheduled	42,014	49,506	49,046
Did Not Operate DNOs	2	7	11

SamTrans' OTP goal is 85.0 percent. On-Time Performance (OTP) is calculated by evaluating time points within the route's schedules across the system for late, early, and on-time arrival and departure. A route is considered late if it exceeds 5 minutes. A route is considered early if it departs 59 seconds ahead of schedule.

SamTrans' Miles between Preventable Accidents goal is 100,000 miles. There were 61,825 miles between Preventable Accidents this month.

SamTrans' Miles between Service Calls goal is 25,000 miles. There were 22,193 miles between Service Calls this month.

Note: All KPIs include all SamTrans service operated directly and by contract.

SAMTRANS (BUS) | Fleet Key Performance Indicators			
KPI	**May-24**	**May-25**	**May-26**
Revenue Hours (Scheduled)	54,345	61,350	59,363
Revenue Miles (Scheduled)	537,283	598,606	590,399
Total Fleet Miles (Actual)	801,143	855,578	865,545

Scheduled includes in-service and layover.

MICROTRANSIT | Ride Plus Key Performance Indicators			
KPI	**May-24**	**May-25**	**May-26**
Total Ridership	2,966	3,874	3,627
--- East Palo Alto Trips	*2,079*	*2,818*	*2,416*
--- Half Moon Bay Trips	*887*	*1,056*	*1,211*
Active Users	337	358	390
New Registrations	145	89	61
Total Downloads	325	259	201
--- iOS Downloads	*296*	*186*	*158*
--- Android Downloads	*29*	*73*	*43*
Load Factor	1.20	1.20	1.16

The **load factor** represents the average number of passengers in a vehicle. It is calculated by dividing the total number of passengers by the number of trips in service.

PARATRANSIT | Operations Key Performance Indicators			
KPI	**May-24**	**May-25**	**May-26**
On-Time Performance (RW)	89.8%	88.8%	85.3%
On-Time Performance (RC)	92.7%	68.5%	94.9%
Preventable Accidents (RW)	3	1	4
Preventable Accidents (RC)	0	0	0
Service Calls (RW)	3	3	3
Service Calls (RC)	0	0	1

RW = Redi-Wheels
RC = RediCoast

PARATRANSIT | Fleet Key Performance Indicators			
KPI	**May-24**	**May-25**	**May-26**
Revenue Miles (RW)	167,283	170,146	153,928
Revenue Miles (RC)	22,201	24,725	13,786
Fleet Miles (RW)	186,264	190,154	174,218
Fleet Miles (RC)	28,558	26,874	22,942

PRE-PANDEMIC RIDERSHIP COMPARISON

SAMTRANS | Average Weekday Ridership					
Mode	**May-19**	**May-24**	**May-25**	**May-26**	**%[3]**
Bus	36,772	35,344	36,659	37,052	100.8%
Paratransit	1,148	770	797	780	67.9%
Shuttles	11,350	1,666	1,943	1,992	17.6%
Microtransit	12	118	176	148	1233.3%
Total	**49,282**	**37,898**	**39,575**	**39,972**	**81.1%**
SAMTRANS | Total Ridership					
Mode	**May-19**	**May-24**	**May-25**	**May-26**	**%[3]**
Bus	953,186	933,606	964,015	958,314	100.5%
Paratransit	27,289	20,301	20,363	19,734	72.3%
Shuttles	255,435	36,709	40,473	39,475	15.5%
Microtransit	264	3,259	4,580	3,886	1472.0%
Total	**1,236,174**	**993,875**	**1,029,431**	**1,021,409**	**82.6%**

The following tables show the change in ridership over the last four years to encompass changes due to the COVID-19 pandemic.

%[3] indicates the rate of ridership recovery, current year (FY2026) to pre-pandemic year (FY2019). For example, SamTrans Bus Average Weekday Ridership hit 100.8% of pre-pandemic levels (2019) for this month of May 2026.

CALTRAIN | Average Weekday Ridership					
Mode	**May-19**	**May-24**	**May-25**	**May-26**	**%[3]**
Caltrain	68,326	24,457	37,416	45,319	66.3%
CALTRAIN | Total Ridership					
Mode	**May-19**	**May-24**	**May-25**	**May-26**	**%[3]**
Caltrain	1,618,825	629,959	978,574	1,190,008	73.5%

OTHER MODES in San Mateo County | Average Weekday Ridership					
Mode	**May-19**	**May-24**	**May-25**	**May-26**	**%[3]**
Dumbarton	138	102	94	100	72.4%
BART (San Mateo County)	46,193	18,747	19,930	23,940	51.8%
OTHER MODES in San Mateo County | Total Ridership					
Mode	**May-19**	**May-24**	**May-25**	**May-26**	**%[3]**
Dumbarton	3,041	2,244	1,968	2,006	66.0%
BART (San Mateo County)	1,174,154	517,747	549,095	653,488	55.7%

PRE-PANDEMIC FARES COMPARISON

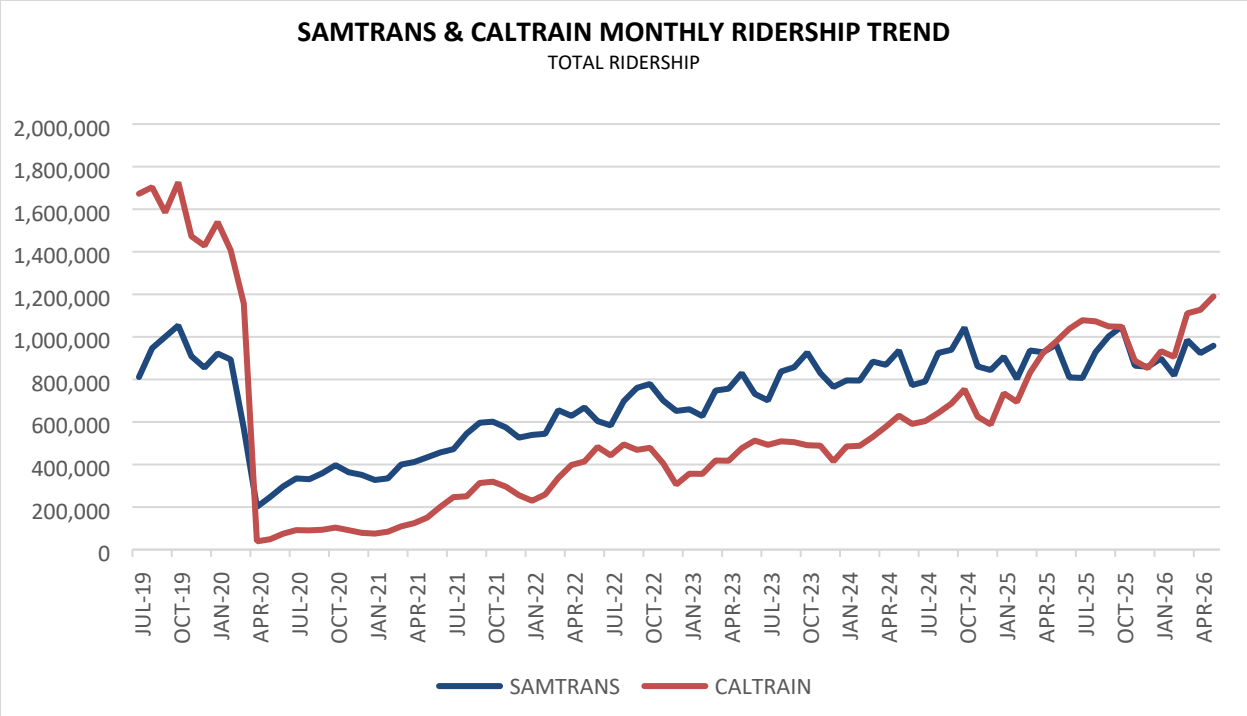
SAMTRANS (BUS) | Fare Usage					
Fare Type	**May-19**	**May-24**	**May-25**	**May-26**	**%[3]**
Adult	496,454	566,172	593,489	595,263	119.9%
Youth	258,338	176,101	172,983	153,063	59.2%
Eligible Discount	246,091	191,333	197,543	211,994	86.1%
Total	**1,000,883**	**933,606**	**964,015**	**960,320**	**95.9%**

%[3] indicates the rate of ridership recovery, current year (FY2026) to pre-pandemic year (FY2019).

Dumbarton and demand-response service are excluded.

IMPORTANT NOTES:

Total row may not add up due to rounding.
SamTrans (Bus) ridership includes Fixed-Route service.
Microtransit ridership includes Ride Plus and SamCoast.
Shuttle ridership includes SamTrans, JPB Caltrain, and other Transportation Authority funded shuttles.
BART ridership in San Mateo County does not include Daly City BART Station.



CUSTOMER EXPERIENCE

SAMTRANS (BUS) | Customer Experience			
KPI	**May-24**	**May-25**	**May-26**
Complaints	76	102	127
Accessibility	11	10	15
Compliments	14	12	9
Service Requests	54	40	63
Reports Total	**155**	**164**	**214**

The table is a detailed summary of SamTrans Consumer Reports received by the Customer Experience Department.

The total number of reports for SamTrans increased 30.5% from 164 reports in May 2025 to 214 reports in May 2026.

Prepared By: Kate Christopherson, AICP — Acting Manager, Service Planning and Scheduling — 650-622-7877

Revised Staff Report which was originally provided for the August 5, 2026, Community Relations Committee Meeting.

San Mateo County Transit District
Staff Report

To:	Board of Directors
Through:	April Chan, General Manager/CEO
From:	Joshuah Mello, Chief Planning Officer
	David Olmeda, Chief Operating Officer, Bus
Subject:	**Monthly State of Service Report - June 2026**

Action
This report is for information only. No action is required.

Note
Due to data issues with Next Generation Clipper, the data presented in the original report for June 2026 was incomplete for San Mateo County Transit District (SamTrans or District) fixed-route ridership and open payment fares. The data issue has been resolved. This report includes the updated ridership and fares figures for June 2026.

The number of District service calls and miles between service calls were also corrected.

Significance
SamTrans: Average weekday ridership across all four modes (Bus, Paratransit, Shuttles, and Microtransit) increased 2.8 percent in June 2026 compared to June 2025. The total monthly ridership increased 4.1 percent in June 2026 compared to June 2025.

Microtransit: Average weekday ridership on all microtransit services was 143, and total ridership was 3,915. The average weekday ridership decreased 4.9 percent compared to June 2025, and the total ridership increased 1.3 percent compared to June 2025.

Youth Unlimited Pass: For June 2026, Youth Unlimited Pass usage decreased 12.4 percent compared to June 2025.

Other SamTrans Key Performance Indicators (includes Contracted Urban Bus Service [CUBS]):

- **Preventable Accidents** – There were 12 preventable accidents in June 2026 (six from District and six from contracted services). The goal is to have more than 100,000 miles between preventable accidents; SamTrans did not meet its goal with 69,158 miles between preventable accidents.

- **Miles Between Service Calls (MBSC) –** There were 41 service calls in June 2026 (27 from District and 14 from contracted services). The goal is to have more than 25,000 miles between service calls. SamTrans did not meet its goal with 20,241 miles between service calls.

  For the District's service calls, the diesel bus sub-fleet had 22,090 miles between service calls, while the zero-emission bus sub-fleet had 19,598 miles between service calls.

- **On-Time-Performance (OTP) –** June 2026 systemwide OTP was 82.8 percent. The goal is to have 85 percent systemwide on-time performance. Fixed-route service did not meet this goal.

- **Did Not Operate (DNOs) –** In June 2026, there were eight total DNOs. The goal is to miss fewer than 0.1 percent of scheduled trips. SamTrans met this goal with 0.02 percent of trips missed.

RIDERSHIP (ALL MODES)

SAMTRANS | Average Weekday Ridership								
Mode	**Jun-24**	**Jun-25**	**Jun-26**	**%Δ[1]**	**YTD FY23**	**YTD FY24**	**YTD FY25**	**%Δ[2]**
Bus	30,220	31,309	32,235	3.0%	31,719	34,230	34,992	2.2%
Paratransit	733	762	760	-0.3%	728	758	761	0.4%
Shuttles	1,599	1,776	1,808	1.8%	1,675	1,827	1,804	-1.3%
Microtransit	109	150	143	-4.9%	109	140	156	11.7%
Total	**32,661**	**33,997**	**34,946**	**2.8%**	**34,231**	**36,954**	**37,713**	**2.1%**
SAMTRANS | Total Ridership								
Mode	**Jun-24**	**Jun-25**	**Jun-26**	**%Δ[1]**	**YTD FY23**	**YTD FY24**	**YTD FY25**	**%Δ[2]**
Bus	773,026	809,061	842,097	4.1%	9,964,886	10,745,868	10,936,089	1.8%
Paratransit	18,471	19,380	19,737	1.8%	224,053	232,294	233,891	0.7%
Shuttles	32,033	37,305	39,495	5.9%	418,294	456,049	456,543	0.1%
Microtransit	2,938	3,866	3,915	1.3%	2,938	44,050	50,217	14.0%
Total	**826,468**	**869,612**	**905,244**	**4.1%**	**10,610,171**	**11,478,261**	**11,676,740**	**1.7%**

CALTRAIN | Average Weekday Ridership								
Mode	**Jun-24**	**Jun-25**	**Jun-26**	**%Δ[1]**	**YTD FY23**	**YTD FY24**	**YTD FY25**	**%Δ[2]**
Caltrain	24,583	39,902	48,856	22.4%	21,260	29,650	40,709	37.3%
CALTRAIN | Total Ridership								
Mode	**Jun-24**	**Jun-25**	**Jun-26**	**%Δ[1]**	**YTD FY23**	**YTD FY24**	**YTD FY25**	**%Δ[2]**
Caltrain	590,986	1,037,795	1,297,474	25.0%	6,202,673	9,102,182	12,553,419	37.9%

OTHER MODES in San Mateo County | Average Weekday Ridership								
Mode	**Jun-24**	**Jun-25**	**Jun-26**	**%Δ[1]**	**YTD FY23**	**YTD FY24**	**YTD FY25**	**%Δ[2]**
Dumbarton	103	95	102	7.4%	98	93	94	1.1%
BART (San Mateo County)	18,346	20,385	24,696	21.1%	17,808	19,124	21,764	13.8%
OTHER MODES in San Mateo County | Total Ridership								
Mode	**Jun-24**	**Jun-25**	**Jun-26**	**%Δ[1]**	**YTD FY23**	**YTD FY24**	**YTD FY25**	**%Δ[2]**
Dumbarton	2,054	2,000	2,240	12.0%	24,925	23,567	23,852	1.2%
BART (San Mateo County)	475,460	548,333	672,421	22.6%	5,747,481	6,118,746	7,042,976	15.1%

IMPORTANT NOTES:
Total row may not add up due to rounding.
SamTrans (Bus) ridership includes Fixed-Route service.
Microtransit ridership includes Ride Plus and SamCoast.

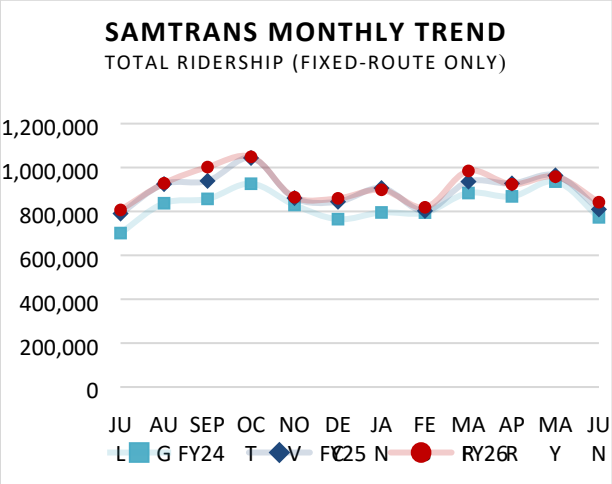
Shuttle ridership includes SamTrans, JPB Caltrain, and other Transportation Authority funded shuttles.
BART ridership in San Mateo County does not include Daly City BART Station.
%Δ[1] indicates the percentage change for the month, current year to previous year.
%Δ[2] indicates the percentage change current year to previous, Year to Date.

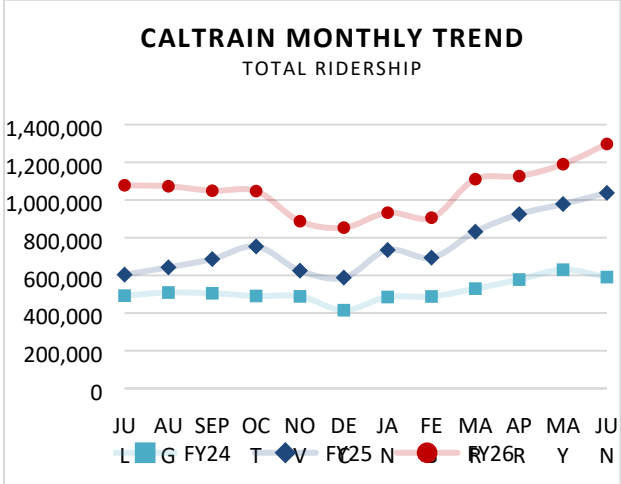
FARES

SAMTRANS (BUS) | Fare Usage			
Fare Type	**Jun-24**	**Jun-25**	**Jun-26**
Adult	500,421	526,017	554,116
Eligible Discount	182,091	189,544	208,949
Youth	90,514	93,500	81,272
-- Youth Unlimited Pass	*49,516*	*56,490*	*49,507*
Total	**773,026**	**809,061**	**844,337**

This table illustrates the number of riders by fare category (Dumbarton Express and rural demand-response service excluded).

The **Youth Unlimited Pass** number is a subset of the Youth Fare Type. This program started in January 2022.





KEY PERFORMANCE INDICATORS

SAMTRANS (BUS) | Operations Key Performance Indicators			
KPI	**Jun-24**	**Jun-25**	**Jun-26**
On-Time Performance	82.4%	83.9%	82.8%
Preventable Accidents	18	13	12
--- District	*8*	*10*	*6*
--- Contracted Services	*10*	*3*	*6*
Service Calls	29	27	41
--- District	*17*	*17*	*27*
--- Contracted Services	*12*	*10*	*14*
Trips Scheduled	38,772	46,342	47,498
Did Not Operate DNOs	3	8	8

SamTrans' OTP goal is 85.0 percent. On-Time Performance (OTP) is calculated by evaluating time points within the route's schedules across the system for late, early, and on-time arrival and departure. A route is considered late if it exceeds 5 minutes. A route is considered early if it departs 59 seconds

SamTrans' Miles between Preventable Accidents goal is 100,000 miles. There were 69,158 miles between Preventable Accidents this month.

SamTrans' Miles between Service Calls goal is 25,000 miles. There were 20,241 miles between Service Calls this month.

SAMTRANS (BUS) | Fleet Key Performance Indicators			
KPI	**Jun-24**	**Jun-25**	**Jun-26**
Revenue Hours (Scheduled)	52,675	61,097	61,156
Revenue Miles (Scheduled)	506,015	569,546	578,478
Total Fleet Miles (Actual)	739,996	816,704	829,890

Scheduled includes in-service and layover.

Note: All KPIs include all SamTrans service operated directly and by contract.

MICROTRANSIT | Ride Plus Key Performance Indicators			
KPI	**Jun-24**	**Jun-25**	**Jun-26**
Total Ridership	2,703	3,426	3,556
--- East Palo Alto Trips	*1,927*	*2,426*	*2,435*
--- Half Moon Bay Trips	*776*	*1,000*	*1,121*
Active Users	338	370	376
New Registrations	145	84	49
Total Downloads	674	537	355
--- iOS Downloads	*641*	*489*	*311*
--- Android Downloads	*33*	*48*	*44*
Load Factor	1.23	1.19	1.18

Ride Plus started in June 2023.

The **load factor** represents the average number of passengers in a vehicle. It is calculated by dividing the total number of passengers by the number of trips in service.

PARATRANSIT | Operations Key Performance Indicators			
KPI	**Jun-24**	**Jun-25**	**Jun-26**
On-Time Performance (RW)	91.5%	90.6%	87.7%
On-Time Performance (RC)	92.9%	71.4%	96.3%
Preventable Accidents (RW)	1	5	3
Preventable Accidents (RC)	0	0	0
Service Calls (RW)	6	2	0
Service Calls (RC)	0	0	0

RW = Redi-Wheels

RC = RediCoast

PARATRANSIT | Fleet Key Performance Indicators			
KPI	**Jun-24**	**Jun-25**	**Jun-26**
Revenue Miles (RW)	158,599	160,468	152,613
Revenue Miles (RC)	23,324	23,143	13,676
Fleet Miles (RW)	177,112	180,380	173,163
Fleet Miles (RC)	27,419	25,333	24,001

PRE-PANDEMIC RIDERSHIP COMPARISON

SAMTRANS | Average Weekday Ridership					
Mode	**Jun-19**	**Jun-24**	**Jun-25**	**Jun-26**	**%[3]**
Bus	32,875	30,220	31,309	32,235	98.1%
Paratransit	1,164	733	762	760	65.3%
Shuttles	11,958	1,599	1,776	1,808	15.1%
Microtransit	25	109	150	143	572.0%
Total	**46,022**	**32,661**	**33,997**	**34,946**	**75.9%**
SAMTRANS | Total Ridership					
Mode	**Jun-19**	**Jun-24**	**Jun-25**	**Jun-26**	**%[3]**
Bus	820,260	773,026	809,061	842,097	102.7%
Paratransit	27,376	18,471	19,380	19,737	72.1%
Shuttles	238,550	32,033	37,305	39,495	16.6%
Microtransit	570	2,938	3,866	3,915	686.8%
Total	**1,086,756**	**826,468**	**869,612**	**905,244**	**83.3%**

CALTRAIN | Average Weekday Ridership					
Mode	**Jun-19**	**Jun-24**	**Jun-25**	**Jun-26**	**%[3]**
Caltrain	72,370	24,583	39,902	48,856	67.5%
CALTRAIN | Total Ridership					
Mode	**Jun-19**	**Jun-24**	**Jun-25**	**Jun-26**	**%[3]**
Caltrain	1,590,653	590,986	1,037,795	1,297,474	81.6%

OTHER MODES in San Mateo County | Average Weekday Ridership					
Mode	**Jun-19**	**Jun-24**	**Jun-25**	**Jun-26**	**%[3]**
Dumbarton	145	103	95	102	70.3%
BART (San Mateo County)	47,399	18,346	20,385	24,696	52.1%
OTHER MODES in San Mateo County | Total Ridership					
Mode	**Jun-19**	**Jun-24**	**Jun-25**	**Jun-26**	**%[3]**
Dumbarton	2,889	2,054	2,000	2,240	77.5%
BART (San Mateo County)	1,198,304	475,460	548,333	672,421	56.1%

The following tables show the change in ridership over the last four years to encompass changes due to the COVID-19 pandemic.

%[3] indicates the rate of ridership recovery, current year (FY2026) to pre-pandemic year (FY2019). For example, SamTrans Bus Average Weekday Ridership hit 98.1% of pre-pandemic levels (2019) for this month of June 2026.

PRE-PANDEMIC FARES COMPARISON

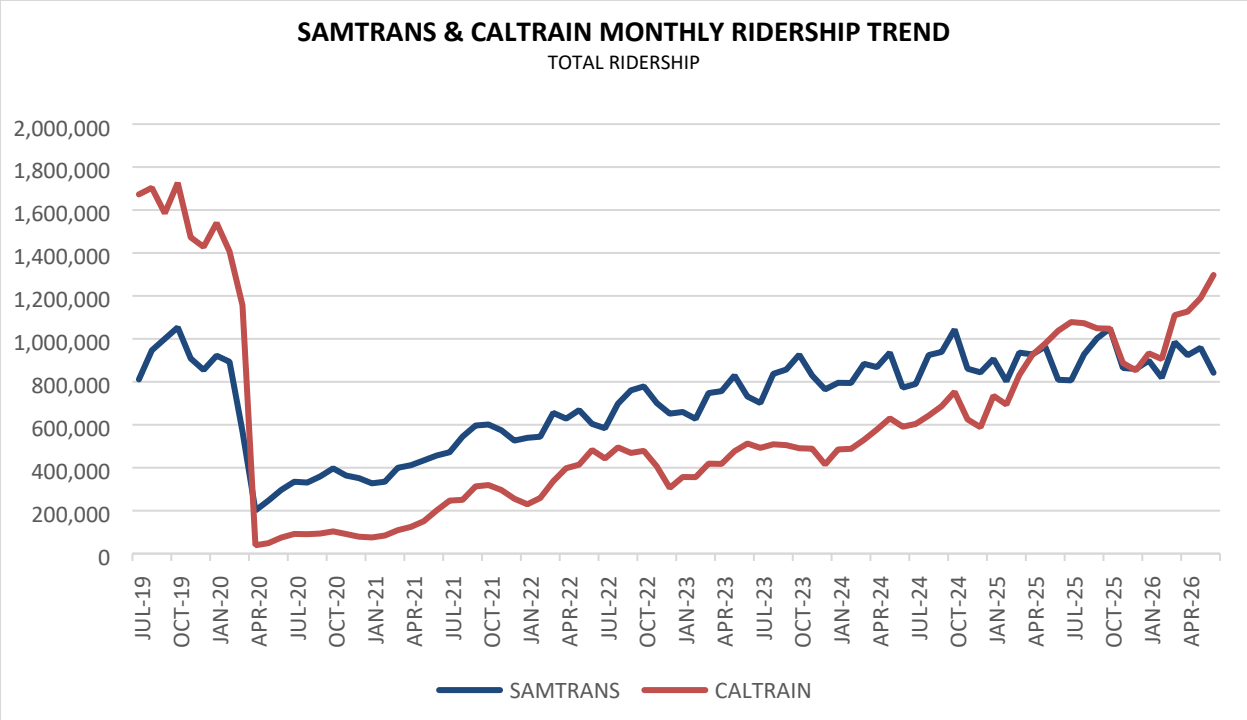
SAMTRANS (BUS) | Fare Usage					
Fare Type	**Jun-19**	**Jun-24**	**Jun-25**	**Jun-26**	**%[3]**
Adult	446,209	500,421	526,017	554,116	124.2%
Youth	132,107	90,514	93,500	81,272	61.5%
Eligible Discount	239,055	182,091	189,544	208,949	87.4%
Total	**817,371**	**773,026**	**809,061**	**844,337**	**103.3%**

%[3] indicates the rate of ridership recovery, current year (FY2026) to pre-pandemic year (FY2019).

Dumbarton and demand-response service are excluded.

IMPORTANT NOTES:

Total row may not add up due to rounding.
SamTrans (Bus) ridership includes Fixed-Route service.
Microtransit ridership includes Ride Plus and SamCoast.
Shuttle ridership includes SamTrans, JPB Caltrain, and other Transportation Authority funded shuttles.
BART ridership in San Mateo County does not include Daly City BART Station.



CUSTOMER EXPERIENCE

SAMTRANS (BUS) | Customer Experience			
KPI	**Jun-24**	**Jun-25**	**Jun-26**
Complaints	72	103	107
Accessibility	12	3	16
Compliments	9	14	10
Service Requests	56	31	38
Reports Total	**149**	**151**	**171**

The table is a detailed summary of SamTrans Consumer Reports received by the Customer Experience Department.

The total number of reports for SamTransincreased 13.2% from 151 reports in June 2025 to 171 reports in June 2026.

Prepared By: Kate Christopherson, AICP — Acting Manager, Service Planning and Scheduling — 650-622-7877

Revised Staff Report which was originally provided for the June 3, 2026, Community Relations Committee Meeting.

San Mateo County Transit District
Staff Report

To:	Board of Directors
Through:	April Chan, General Manager/CEO
From:	Josh Mello, Chief Planning Officer
Subject:	**Quarterly State of Service Report | Fiscal Year 2026 Quarter 3**

Action

This report is for information only. No action is required.

Note

Due to data issues with Next Generation Clipper, the data presented in the original report for Fiscal Year 2026 Quarter 3 was incomplete for San Mateo County Transit District (SamTrans or District) fixed-route ridership and open payment fares. The data issue has been resolved. This report includes the updated ridership and fares figures for Fiscal Year 2026 Quarter 3. Updated sections are noted in red text.

Significance

The quarterly report provides an overview of key performance indicators, including ridership, on-time performance, fares, workforce composition, safety, fleet, and customer experience for the period of January through March 2026 (Fiscal Year 2026 Quarter 3).

This quarter reflects service plans implemented on November 16, 2025 (Runbook 152) and on January 11, 2026 (Runbook 153). Runbook 152 adjusted some schedules to improve on-time performance and added capacity on some school-oriented routes. Runbook 153 included scheduling adjustments on two routes to improve efficiency.

A summary of systemwide performance in Quarter 3 is provided in **Table 1**. A summary of productivity by service category is provided in **Table 2**.

Table 1. Systemwide Key Performance Indicators Summary

Metric	Goal	FY25 Q3	FY26 Q3	Improved since FY25?	Goal Met?
Boardings per revenue hour	15 or more	14.8	15.4	Yes	Yes
Cost per passenger	$15 or less	$19.07	$18.06	Yes	No
Farebox recovery	8.5% or more	5.8%	5.1%	No	No
On-time performance	85%	82.6%	81.8%	No	No
Complaints per 10,000 boardings	<1	2.0	2.2	No	No
Missed trips	<0.1%	0.1%	0.01%	Yes	Yes
Mean distance between service call	>25,000 miles	22,902 miles	17,637 miles	No	No
Mean distance between accident	>100,000 miles	41,298 miles	66,836 miles	Yes	No

Note: Key performance indicators that improved from the previous year but did not meet the goal are highlighted in blue. Key performance indicators that did not improve and did not meet the goal are highlighted in orange.

Table 2. Productivity Summary: Boardings Per Revenue Hour

Service Category	Number of Routes Meeting Standard	Total Number of Routes	% of Routes Meeting Standard
Frequent	3	4	75%
Local	7	9	78%
School-Oriented	34	43	79%
Community	4	9	44%
Express and Limited Stop	0	5	0%
Owl	2	3	67%

Note: Frequent routes have 15 minutes or better frequency seven days a week. Routes include 120, 130, 296, and ECR.
Local routes have 30 minutes or better frequency seven days a week. Routes include 110, 121, 122, 141, 250, 276, 278, 281, and 292.
School-Oriented routes operate with very few trips a day and are scheduled to align with school schedules and bell times. All two-digit routes are School-Oriented routes.
Community routes have 60 minutes or better frequency five days a week. Routes include 112, 117, 142, 251, 260, 270, 280, 294, and 295.
Express and Limited Stop routes provide limited-stop service to or from major destinations and are typically longer in length. Routes include CSM, EPX, FCX, PCX, and SKY.
Owl routes operate overnight after regular transit service has ended. Routes include 296 Owl, 397, and ECR Owl.

Ridership

Average weekday ridership on SamTrans was 35,167 in Fiscal Year 2026 Quarter 3 (FY26Q3), which is an increase of 1.4 percent compared to FY25Q3. Total SamTrans ridership was 2,709,430, which is an increase of 2.2 percent compared to FY25Q3. The SamTrans network recovered 101.4 percent of total ridership compared to pre-pandemic ridership (FY19Q3). Ridership details are included in **Table 3**.

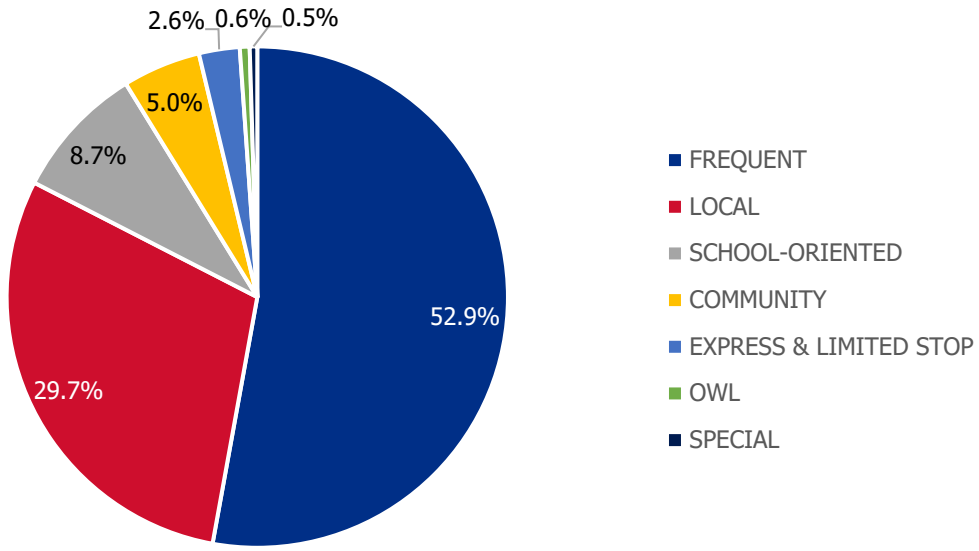
Table 3. Average Weekday Ridership and Total Ridership

Ridership Type	FY25 Q3	FY26 Q3	%Δ
Average Weekday Ridership	34,691	35,167	1.4%
Total Ridership	2,650,303	2,709,430	2.2%

Note: Does not include Route 713 or Dumbarton Express.

By service category, 52.9 percent of total ridership was on Frequent routes, 29.7 percent was on Local routes, 5.0 percent was on Community routes, 8.7 percent was on School-Oriented routes, 2.6 percent was on Express and Limited routes, 0.6 percent was on Owl routes, and 0.5 percent was on Special routes (see **Figure 1**).

Figure 1. Total Ridership Share By Service Category



Note: Does not include Route 713 or Dumbarton Express.

Ridership details by service category are included in **Table 4**.

Table 4. Total Ridership By Service Category

Service Category	FY25 Q3	FY26 Q3	%Δ
Frequent	1,465,799	1,432,133	-2.3%
Local	767,483	804,369	4.8%
School-Oriented	220,458	234,841	6.5%
Community	134,948	136,542	1.2%
Express and Limited Stop	32,282	71,260	120.7%
Owl	19,550	17,161	-12.2%
Special	9,783	13,124	34.2%

Note: Does not include Route 713 or Dumbarton Express.

The systemwide ridership productivity goal is to have a minimum of 15 boardings per vehicle revenue hour[1], with a goal for each service category, shown in **Table 5**. The fixed route bus network met the goal with 15.4 boardings per vehicle revenue hour in Quarter 3, a 3.8 percent increase over the previous year. All service categories except for Express and Limited Stop met their goals. Route level productivity is provided in the Appendix.

Table 5. Ridership Productivity Measure

Boardings per Vehicle Revenue Hour	Goal	FY25 Q3	FY26 Q3	%Δ
Systemwide	**15**	**14.8**	**15.4**	**3.8%**
Frequent	15	20.7	20.3	-1.8%
Local	10	11.0	12.1	9.9%
School-Oriented	25	55.7	50.8	-8.8%
Community	7	7.0	7.2	3.0%
Express and Limited Stop	16	2.9	6.4	120.0%
Owl	5	5.5	5.1	-6.7%

Note: Does not include Route 713 or Dumbarton Express.

[1] Boardings by vehicle revenue hour normalizes ridership to the amount of service being provided by calculating the number of customers that board the service per the revenue hours operated.

Compared to the previous year, Ride Plus service in Quarter 3 increased boardings per revenue hour by 25.1 percent to 2.2 boardings per revenue hour (**Table 6**).[2]

Table 6. Ride Plus Productivity Measures

Productivity Measure	Goal	FY25 Q3	FY26 Q3	%Δ
Boardings per Vehicle Revenue Hour	**2**	**1.7**	**2.2**	**25.1%**
East Palo Alto	2	1.7	2.1	22.4%
Half Moon Bay	2	1.7	2.3	31.7%
Percent Pooled Trips	**TBD**	**37.5%**	**48.4%**	**29.1%**
East Palo Alto	TBD	35.9%	46.2%	28.7%
Half Moon Bay	TBD	39.1%	50.6%	29.4%
Percent Wait Time <15 Minutes	**99%**	**99.0%**	**98.8%**	**-0.2%**
East Palo Alto	99%	99.2%	98.8%	-0.4%
Half Moon Bay	99%	98.8%	98.7%	-0.1%
Percent Trips Completed	**99%**	**99.8%**	**99.99%**	**0.2%**
East Palo Alto	99%	99.9%	99.99%	0.1%
Half Moon Bay	99%	99.5%	100.0%	0.5%

Total ridership on Equity Priority Routes[3] was 1,972,106 in FY26Q3, accounting for 72.8 percent of total ridership (see **Table 7**). Equity Priority Routes are defined as routes where more than one-third of a route's alignment is operated in an Equity Priority Area. Equity Priority Areas are neighborhoods where residents are more likely to not have access to a car, be part of a low-income household, and/or identify as people of racial or ethnic minority populations.

Table 7. Ridership In Equity Priority Areas

Service Category	FY25 Q3	FY26 Q3	%Δ
Boardings on Equity Priority Routes	1,958,196	1,972,106	0.7%
% of Total Boardings	73.9%	72.8%	-1.5%

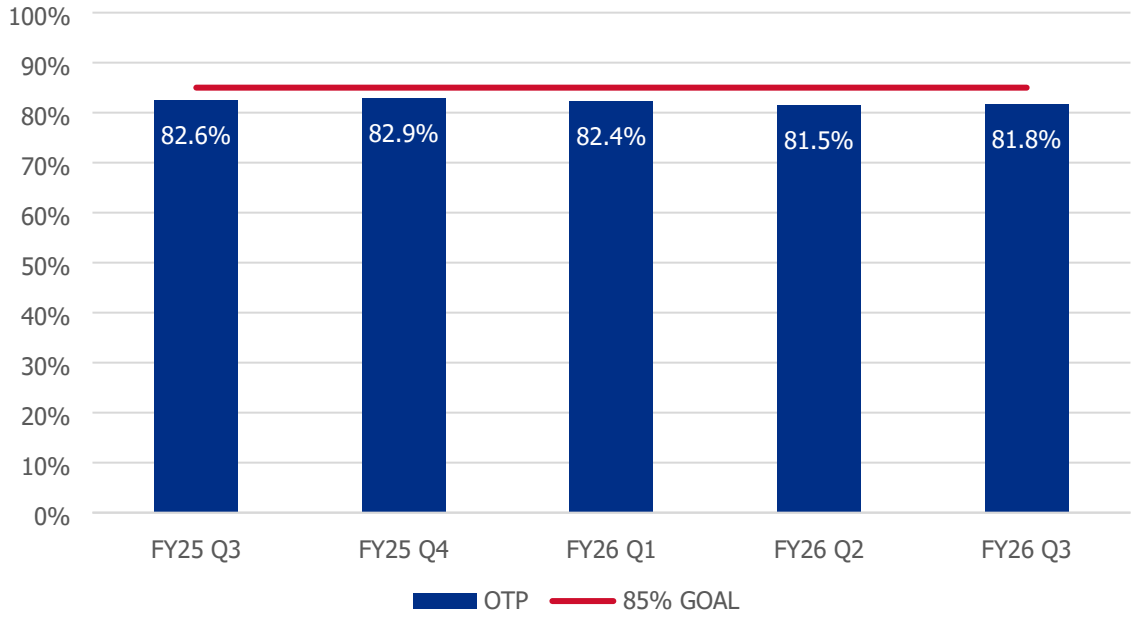
[2] For Ride Plus on-demand service, similar productivity measures are provided; however, the definitions used are different from fixed-route bus service. For boardings per revenue hour, revenue hour is defined as any time passengers have an opportunity to use the service (total hours minus time to/from the depot and time that the vehicle is out of service for breaks, etc.). Percent pooled trips is the share of total trips where multiple trips were taken simultaneously in the same vehicle.

[3] Equity Priority Routes include 24, 25, 29, 30, 35, 37, 41, 46, 49, 62, 68, 79, 81, 120, 121, 122, 130, 138, 141, 142, 260, 270, 276, 280, 281, 294, 296, 296 Owl, ECR, ECR Owl, and SKY.

On-Time-Performance

Average systemwide on-time performance (OTP) for FY26 Q3 was below SamTrans' OTP goal of 85.0 percent at 81.8 percent (**Figure 2**). This represents a 1.0 percent decrease from the same quarter in the previous year. OTP for the average weekday and average Saturday were below goal at 81.4 percent and 80.0 percent, respectively. The average Sunday and average holiday OTP were above goal at 86.2 percent and 86.8 percent, respectively. The average scheduled speed was 12.8 miles per hour, which is a 0.1 percent decrease compared to the previous year.

Figure 2. On-Time Performance By Quarter



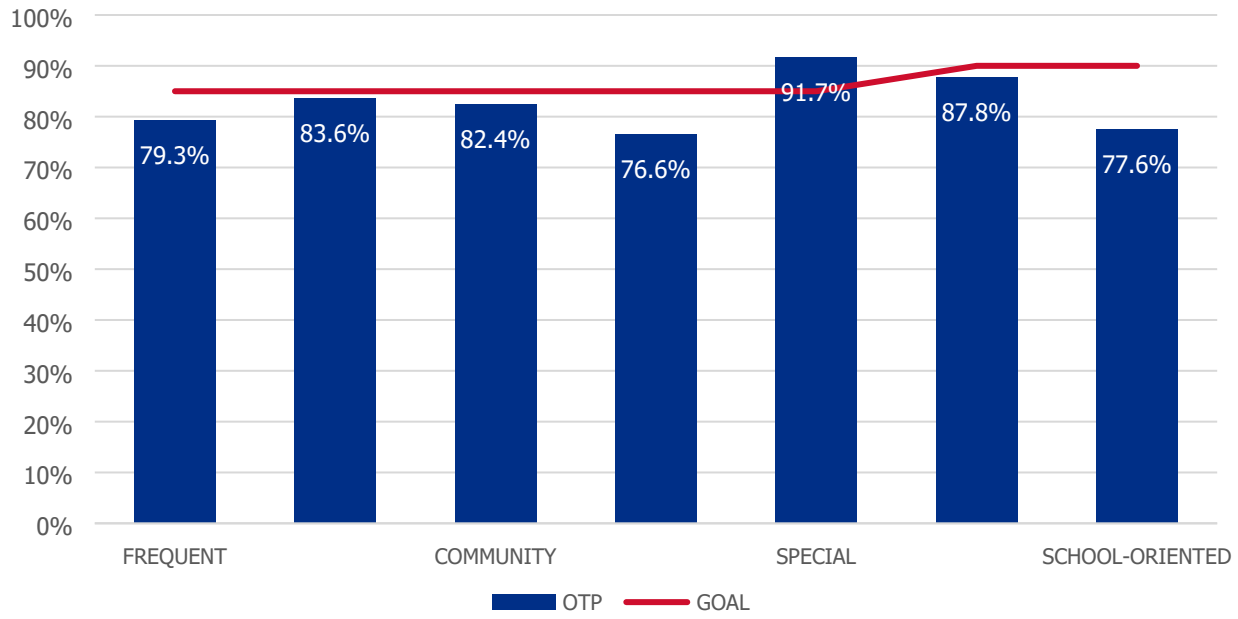
Broken down by fixed-route service category, Special routes met its OTP goal. Special routes had the highest average OTP at 91.7 percent. Owl routes had the lowest average OTP of 76.6 percent. Details are included in **Table 8** and **Figure 3**.

Table 8. On-Time Performance By Service Category

Service Category	Goal	FY25 Q3	FY26 Q3	%Δ
Frequent	85%	81.2%	79.3%	-2.3%
Local	85%	85.3%	83.6%	-2.0%
Community	85%	88.1%	82.4%	-6.5%
Owl	85%	73.0%	76.6%	4.9%
Special	85%	87.9%	91.7%	4.3%
Express and Limited	90%	87.6%	87.8%	0.2%
School-Oriented	90%	79.6%	77.6%	-2.5%

Note: Special service category only includes Route 138.

Figure 3. On-Time Performance By Service Category



Note: Express and Limited and School-Oriented routes have a 90 percent OTP goal. The goal for all other categories is 85 percent.

Fares

Fares and payment method details are included in **Table 9** and **Table 10**.

Table 9. Total Trips by Fares Type

Fare Type	FY25 Q3	FY26 Q3	%Δ
Adult	1,642,913	1,680,860	2.3%
Eligible Discount	540,670	584,327	8.1%
Youth	459,328	436,741	-4.9%

Table 10. Total Trips by Payment Method

Payment Method	FY25 Q3	FY26 Q3	%Δ
One-Way Ticket	264,718	176,891	-33.2%
Clipper	1,270,092	1,357,036	6.8%
Clipper START	*41,671*	*54,802*	*31.5%*
Pass	1,118,949	1,168,001	4.4%

Notes: Fares on Ride Plus were not integrated into the reporting system and therefore not included in this data.

The cost per passenger was $17.09, a 4.5 percent decrease from the previous year. SamTrans did not meet its goal of $15.00 or less per passenger. Farebox recovery was 5.1 percent of operating costs, an 11.9 percent decrease compared to the previous year. SamTrans did not meet its goal of 8.5 percent farebox recovery rate. Details are included in **Table 11**.

Table 11. Operating Costs And Farebox Recovery Metrics

Metric	Goal	FY25 Q3	FY26 Q3	%Δ
Farebox Revenue	N/A	$3,109,279	$2,632,259	-15.3%
Operational Costs	N/A	$53,638,620	$51,568,194	-3.9%
Cost per Passenger	<$15	$19.07	$18.06	-5.3%
Farebox Recovery Rate	8.5%	5.8%	5.1%	-11.9%

Notes: Cost figures use both accrual and cash-based accounting methods depending on expenditure.

Operator Count

During FY26Q3, the District and Contracted Services[4] employed a combined total of 502 full-time fixed route operators, a 5.0 percent increase compared to the previous year. The number of District operators increased by 4.2 percent. Of the total full-time fixed route operators, 69.3 percent were District operators, 23.7 percent were CUBS operators, and 7.0 percent were Coastside operators. The District's goal, as part of delivery of *Reimagine SamTrans*, is to increase District operator head count to 348. In Quarter 3, the District was at 100.0 percent of its goal. For details, see **Table 12**.

Table 12. Average Total Operators

Operators	FY25 Q3	FY26 Q3	%Δ
Total	**478**	**502**	**5.0%**
District	334	348	4.2%
CUBS	112	119	6.3%
Coastside	32	35	9.4%

Note: Quarterly employment statistics were provided by the District's People and Culture team and MV Transportation for CUBS and Coastside services from the last week of the quarter.

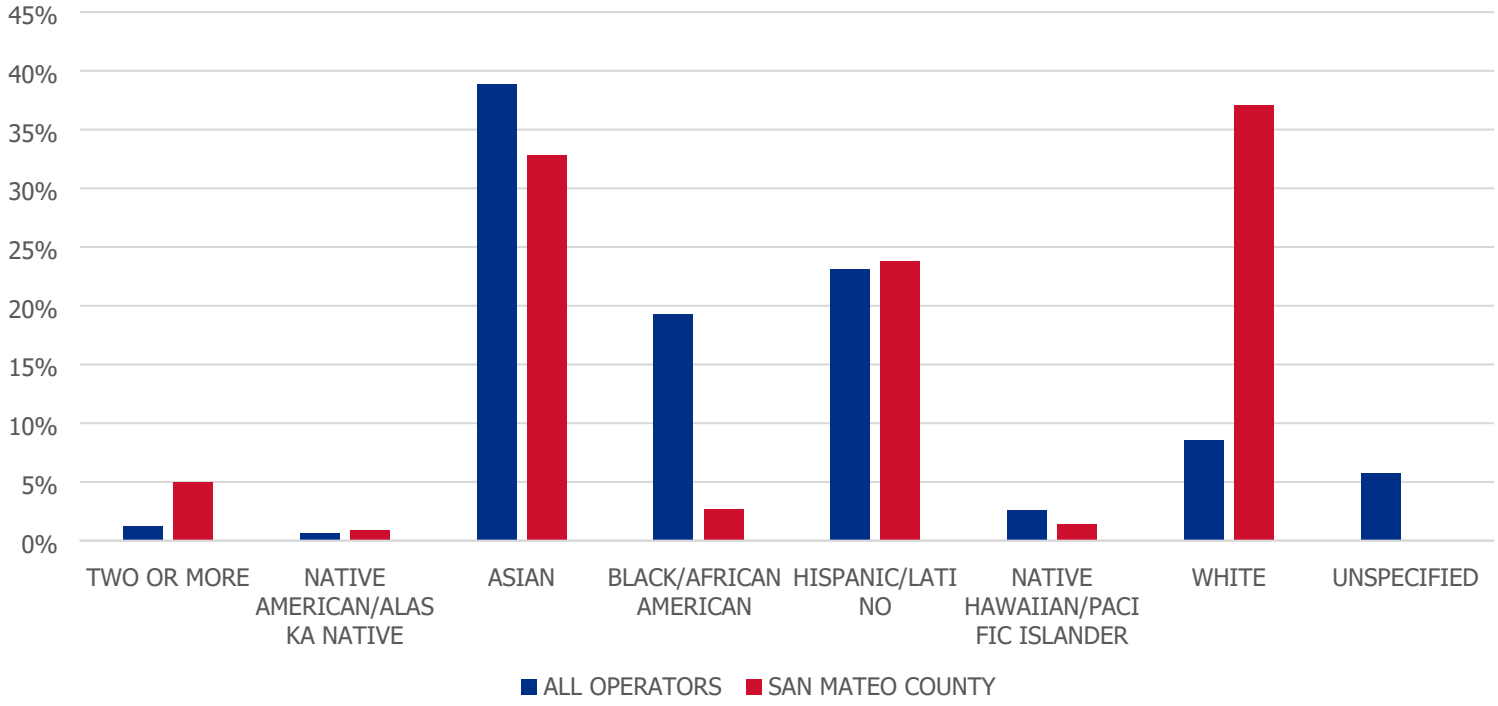
Of the District and Contracted Services operators, 12.9 percent identified as women and 87.1 percent identified as men. That is a 1.5 percent decrease in the number of women working as full-time operators year over year, and a 6.1 percent increase in the number of men.

For race and ethnicity, 85.7 percent of operators identify as persons of color and/or Hispanic/Latino. Broken down, 38.8 percent identify as Asian, 23.1 percent identify as Hispanic/Latino, 19.3 percent identify as Black/African American, 1.2 percent identify as Two or More Races, 2.6 percent identify as Native Hawaiian/Pacific Islander, 0.6 percent identify as American Indian/Alaska Native. There were 8.6 percent of operators that identified as White, and 5.8 percent preferred not to specify. See **Figure 4** for details on operator race and ethnicity.

The District monitors this data to see how closely the SamTrans operators' demographics reflect the demographics of San Mateo County. Compared to San Mateo County Census demographics, operators identifying as Asian, Black/African American, or Native Hawaiian/Pacific Islander are overrepresented, while those identifying as White or Two or More Races are underrepresented. Operators identify as Native American/Alaskan Native or Hispanic/Latino are at similar proportions of San Mateo County demographics.

[4] Contracted Urban Bus Service (CUBS) and Coastside

Figure 4. Operators By Race and Ethnicity



Note: Demographic statistics may add up to more than 100 percent because people may identify as one race and one ethnicity (e.g., Black/ African American and Hispanic).

Preventable Accidents

In FY26Q3, there were 38 preventable accidents, a 37.7 percent decrease compared to the previous year. The goal is to have more than 100,000 miles between preventable accidents; this quarter, SamTrans did not meet its goal with 66,836 miles between preventable accidents. Miles between preventable accidents increased 61.8 percent when compared to the previous year. Details are included in **Table 13**.

Table 13. Preventable Accidents

	Goal	FY25 Q3	FY26 Q3	%Δ
Preventable Accidents	**N/A**	**61**	**38**	**-37.7%**
District	N/A	46	19	-58.7%
Contracted Services	N/A	15	19	26.7%
Mean Miles between Preventable Accident	**>100,000**	**41,298.1**	**66,836.1**	**61.8%**
District	>100,000	39,858.3	96,255.5	141.5%
Contracted Services	>100,000	45,713.5	37,416.8	-18.1%

Note: Of total revenue miles, the District operates approximately 70 percent and MV Transportation provides 30 percent.

Service Calls

SamTrans had 144 service calls in FY26Q3, a 30.9 percent increase from the previous year. The goal is to have more than 25,000 miles between service calls. SamTrans did not meet its goal with 17,637 miles between service calls. For details, see **Table 14**.

Table 14. Service Calls

	Goal	FY25 Q3	FY26 Q3	%Δ
Service Calls	**N/A**	**110**	**144**	**30.9%**
District	N/A	68	82	20.6%
Contracted Services	N/A	42	62	47.6%
Mean Miles between Service Call	**>25,000**	**22,901.7**	**17,637.7**	**-23.0%**
District	>25,000	26,963.0	22,303.1	-17.3%
Contracted Services	>25,000	16,326.2	11,466.4	-29.8%

Fleet in Operation

In FY26Q3, 324 buses were in operation. Approximately 77.8 percent were diesel, 7.7 percent were diesel-hybrid, 11.4 percent were battery electric, and 3.1 percent were hydrogen. For mileage operated by District buses, 78.6 percent were operated by diesel, 8.3 percent were operated by diesel-hybrid, 10.2 percent were operated by battery electric, and 2.9 percent were operated by hydrogen. For details, see **Table 15**.

Table 15. Fleet In Operation

	FY25 Q3	FY26 Q3	%Δ
Total	**324**	**324**	**0.0%**
Diesel	269	252	-6.3%
Diesel-Hybrid	25	25	0.0%
Battery Electric	20	37	85.0%
Hydrogen Fuel Cell	10	10	0.0%

Trips That Did Not Operate

In FY26Q3 there were 21 trips that did not operate (DNO). The goal is to have fewer than 0.01 percent of trips missed. This quarter, SamTrans met its goal with 0.01 percent of trips missed. For details, see **Table 16**.

Table 16. Trips That Did Not Operate

	Goal	FY25 Q3	FY26 Q3	%Δ
DNOs	**N/A**	**186**	**21**	**-88.7%**
District	N/A	181	8	-95.6%
Contracted Services	N/A	5	13	160.0%
Missed Trips Percentage	**<0.1%**	**0.13%**	**0.01%**	**-89.9%**
District	<0.1%	0.16%	0.01%	-95.7%
Contracted Services	<0.1%	0.02%	0.05%	131.6%

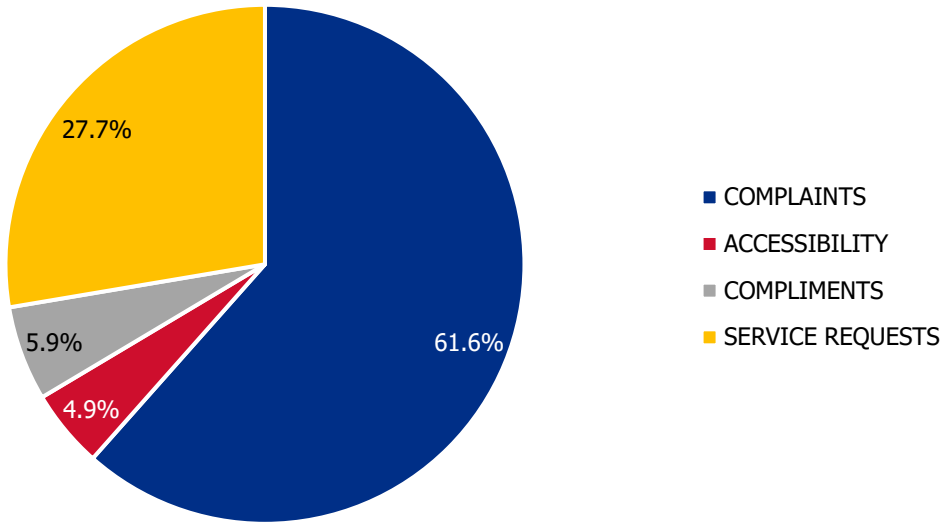
Customer Experience

In FY26Q3, SamTrans Customer Service received 593 public comments. This is a 28.4 percent increase from the same period in the previous year. Of the public comments, 61.6 percent were complaints, 4.9 percent were about accessibility, 5.9 percent were compliments, and 27.7 percent were service requests. The goal is to have less than one complaint per 10,000 boardings. SamTrans did not meet this goal with 1.3 complaints per 10,000 boardings in Quarter 3. Details can be seen in **Table 17** and **Figure 5**.

Table 17. Customer Feedback Details

	FY25 Q3	FY26 Q3	%Δ
Total	**462**	**593**	**28.4%**
Complaints	284	365	28.5%
Accessibility	29	29	0.0%
Compliments	33	35	6.1%
Service Requests	116	164	41.4%
Complaints per 10,000 Boardings	**1.1**	**1.3**	**25.7%**

Figure 5. Customer Feedback By Type



Overall, the most common themes of public comments were operator feedback (30.2 percent), pass-up (13.3 percent), and service request (12.3 percent). See **Table 18** for a comparison to the previous year.

Table 18. Most Common Public Comment Themes

FY25 Q3			FY26 Q3		
Category	**Comment Type**	**% of Total Comments**	**Category**	**Comment Type**	**% of Total Comments**
Operator	Complaint	29.0%	Operator	Complaint	30.2%
Pass-Up	Complaint	12.6%	Pass-Up	Complaint	13.3%
Bus Stop/ Shelter	Service Request	8.7%	Schedule Request	Service Request	12.3%

Most people continue to use phone and email to leave comments. 45.9 percent of comments were received by phone, 53.3 percent by email, 0.3 percent by comment card, 0.3 percent by letter, and 0.2 percent by walk-in. Details are included in **Table 19**.

Table 19. Reporting Method

Method	FY25 Q3	FY26 Q3	%Δ
Phone	194	272	-18.5%
Email	263	316	1.2%
Comment Card	2	2	-33.3%
Letter	2	2	100.0%
Walk-In	1	1	0.0%

Data shown in this report is current as of September 1, 2026.

Prepared By: Kate Christopherson, AICP — Acting Manager, Service Planning and Scheduling — 650-622-7877

Appendix: Route-Level Boardings per Vehicle Revenue Hour

Service Category/Route	Goal	FY26 Q3	Performance Tier[5]
Frequent	**15**	20.3	Meets Standard
120 - Colma BART - Brunswick/Templeton	15	29.7	Meets Standard
130 - Daly City BART - Airport and Linden	15	16.3	Meets Standard
296 - Redwood City Transit Center - Bayshore/Donohoe	15	10.1	Monitoring
ECR - Daly City BART - Palo Alto Transit Center	15	22.9	Meets Standard
Local	**10**	12.1	Meets Standard
110 - Daly City BART - Linda Mar Park and Ride	10	12.5	Meets Standard
121 - Pope/Bellevue - Skyline College	10	17.5	Meets Standard
122 - South San Francisco (SF) BART - Stonestown/SF	10	11.1	Meets Standard
141 - Airport/Linden - Skyline College	10	10.9	Meets Standard
250 - San Mateo Caltrain - College of San Mateo	10	12.3	Meets Standard
276 - Redwood City Transit Center - Bohannon/Campbell	10	6.7	Not Meeting Standard
278 - Redwood City Caltrain - Canada College	10	14.5	Meets Standard
281 - Belle Haven Community Campus - Stanford	10	9.5	Monitoring
292 - San Francisco – San Francisco International Airport (SFO) - Hillsdale Mall	10	11.8	Meets Standard
School-Oriented	**25**	**50.8**	**Meets Standard**
10 - Terra Nova High School (HS)	25	23.5	Monitoring
12 - Pacifica School	25	63.6	Meets Standard
14 - Linda Mar Circulator	25	18.9	Not Meeting Standard
15 - HMBHS - Moonridge Apartments	25	11.1	Not Meeting Standard
18 - Main/7th – Half Moon Bay High School	25	11.8	Not Meeting Standard

[5] Based on the Service Policy Framework, route-level productivity will fall into three performance tiers and related actions: (1) meets standard – no action required; (2) monitor – track performance closely and receive targeted marketing and outreach; and (3) not meeting standard – develop and action plan to improve or adjust service as necessary and could be discontinued if there are no improvements to productivity or viable alternative provided. . Routes and service categories identified as "monitoring" are highlighted in blue. Routes and service categories identified as "not meeting standard" are highlighted in orange.

Service Category/Route	Goal	FY26 Q3	Performance Tier[5]
19 - Lacy School	25	72.4	Meets Standard
24 - Shasta High	25	32.3	Meets Standard
25 - Ben Franklin Intermediate School (IS)	25	131.7	Meets Standard
28 - South San Francisco HS	25	33.3	Meets Standard
29 - Lipman Middle School (MS)	25	40.1	Meets Standard
30 - John F Kennedy Elementary School (ES)	25	59.5	Meets Standard
35 - El Camino HS	25	56.7	Meets Standard
37 - Romney-Alta Loma MS	25	45.5	Meets Standard
40 – Ingrid B. Lacy MS	25	18.1	Not Meeting Standard
41 - Parkside IS	25	71.7	Meets Standard
42 - Parkside MS	25	12.9	Not Meeting Standard
46 - Burlingame School	25	101.3	Meets Standard
49 - Terra Nova HS	25	28.3	Meets Standard
50 - Bayside Science, Technology, Engineering, and Mathematics (STEM) Academy	25	95.0	Meets Standard
51 - Hillsdale HS	25	32.8	Meets Standard
53 - Borel MS	25	82.9	Meets Standard
53P - Borel MS	25	51.5	Meets Standard
54 - Bowditch School	25	103.1	Meets Standard
56 - Aragon HS	25	38.3	Meets Standard
57 - Hillsdale HS	25	40.3	Meets Standard
58 - Borel MS	25	57.1	Meets Standard
59 - Aragon HS	25	66.8	Meets Standard
60 - Ralston MS	25	62.8	Meets Standard
61 - Carlmont HS	25	38.2	Meets Standard
62 - Carlmont HS	25	37.7	Meets Standard
67 - Ralston MS	25	70.8	Meets Standard
68 - Ralston MS	25	81.0	Meets Standard
72 - Selby Lane School	25	130.8	Meets Standard

Service Category/Route	Goal	FY26 Q3	Performance Tier[5]
73 - Clifford School	25	89.3	Meets Standard
78 - Woodside HS	25	47.1	Meets Standard
79 - Kennedy MS	25	41.1	Meets Standard
81 - Menlo-Atherton HS	25	25.1	Meets Standard
82 - Hillview MS	25	63.7	Meets Standard
83 - Hillview MS	25	37.0	Meets Standard
85 - Ormondale ES	25	21.6	Monitoring
86 - Menlo-Atherton HS	25	60.7	Meets Standard
87 - Woodside HS	25	15.9	Not Meeting Standard
88 - Encinal ES	25	19.2	Not Meeting Standard
Community	**7**	**7.2**	**Meets Standard**
112 - Sharp Park - Colma BART	7	8.4	Meets Standard
117 - Linda Mar Park and Ride - Moonridge Apartments	7	5.4	Monitoring
142 - SFO - Shelter Creek	7	5.9	Monitoring
251 - Foster City - Hillsdale Mall	7	12.1	Meets Standard
260 - San Carlos Caltrain - Carlmont Village	7	9.4	Meets Standard
270 - Redwood City Caltrain - Florence/17th	7	10.6	Meets Standard
280 - Purdue/Fordham - Palo Alto Transit Center	7	6.3	Monitoring
294 - Hillsdale - Half Moon Bay	7	4.8	Not Meeting Standard
295 - Hillsdale Mall - Redwood City	7	6.6	Monitoring
Express and Limited	**16**	6.4	Not Meeting Standard
FCX - Foster City - San Francisco	16	10.7	Monitoring
CSM - College of San Mateo - Downtown San Mateo	16	4.5	Not Meeting Standard
EPX - East Palo Alto - San Bruno BART	16	2.7	Not Meeting Standard
PCX - Linda Mar Park and Ride - Daly City BART	16	5.0	Not Meeting Standard
SKY - Daly City BART - Skyline College	16	13.3	Monitoring
Owl	**5**	**5.1**	**Meets Standard**
397 - San Francisco - Palo Alto Transit Center	5	6.0	Meets Standard
296O - Redwood City Transit Center - Palo Alto Transit Center	5	2.8	Not Meeting Standard

Service Category/Route	Goal	FY26 Q3	Performance Tier[5]
ECRO - Daly City - SFO	5	6.0	Meets Standard

Notes: Does not include Special service category, Route 713, or Dumbarton Express.

Revised Staff Report which was originally provided for the March 4, 2026, Community Relations Committee Meeting.

San Mateo County Transit District
Staff Report

To: Board of Directors

Through: April Chan, General Manager/CEO

From: Joshuah Mello, Chief Planning Officer

Subject: **State of Service Report | Fiscal Year 2026 Quarter 2**

Action
This report is for information only. No action is required.

Note
Due to data issues with Next Generation Clipper, the data presented in the original report for Fiscal Year 2026 Quarter 2 was incomplete for SamTrans fixed-route ridership and open payment fares. The data issue has been resolved. This report includes the updated ridership and fares figures for Fiscal Year 2026 Quarter 2. Updated sections are noted in red text.

Significance
The quarterly report provides an overview of key performance indicators, including ridership, on-time performance, fares, workforce composition, safety, fleet, and customer experience for the period of October through December 2025 (Fiscal Year 2026 Quarter 2).

This quarter reflects service plans implemented on August 3, 2025 and November 16, 2025. August's service change brought back School-Oriented service with adjustments to respond to updated bell times at schools, adjusted weekday schedules on routes 110, 117, 121, and SKY at Daly City Bay Area Rapid Transit District (BART) and on routes 280 and 281 at Palo Alto Caltrain Station to improve regional transfers, and added an additional bus on School-Oriented Route 58 in the afternoon to address capacity issues.

The November service change included schedule adjustments to improve on-time performance and added an additional bus on School-Oriented routes 18 and 83 in the morning and afternoon to address capacity issues.

A summary of systemwide performance in Quarter 2 is provided in **Table 1**. A summary of productivity by service category is provided in **Table 2**.

Table 1. Systemwide Key Performance Indicators Summary

Metric	Goal	FY25 Q2	FY26 Q2	Improved since FY25?	Goal Met?
Boardings per revenue hour	15 or more	15.2	15.7	Yes	Yes
Cost per passenger	$15 or less	$18.69	$17.76	Yes	No
Farebox recovery	8.5% or more	5.6%	6.2%	Yes	No
On-time performance	85%	80.7%	81.5%	Yes	No
Complaints per 10,000 boardings	<1	1.1	1.3	No	No
Missed trips	<0.1%	0.14%	0.04%	Yes	Yes
Mean distance between service call	>25,000 miles	20,460 miles	23,503 miles	Yes	No
Mean distance between accident	>100,000 miles	56,378 miles	41,611 miles	No	No

Note: Key performance indicators that improved from the previous year but did not meet the goal are highlighted in blue. Key performance indicators that did not improve and did not meet the goal are highlighted in orange.

Table 2. Productivity Summary: Boardings Per Revenue Hour

Service Category	Number of Routes Meeting Standard	Total Number of Routes	% of Routes Meeting Standard
Frequent	3	4	75%
Local	7	9	78%
School-Oriented	35	43	81%
Community	5	9	56%
Express and Limited Stop	0	5	0%
Owl	2	3	67%

Note: Frequent routes have 15 minutes or better frequency seven days a week. Routes include 120, 130, 296, and ECR.
Local routes have 30 minutes or better frequency seven days a week. Routes include 110, 121, 122, 141, 250, 276, 278, 281, and 292.
School-Oriented routes operate with very few trips a day and are scheduled to align with school schedules and bell times. All two-digit routes are School-Oriented routes.
Community routes have 60 minutes or better frequency five days a week. Routes include 112, 117, 142, 251, 260, 270, 280, 294, and 295.
Express and Limited Stop routes provide limited-stop service to or from major destinations and are typically longer in length. Routes include CSM, EPX, FCX, PCX, and SKY.
Owl routes operate overnight after regular transit service has ended. Routes include 296 Owl, 397, and ECR Owl.

Ridership

Average weekday ridership on SamTrans was 35,269 in Fiscal Year 2026 Quarter 2 (FY26Q2), which is an increase of 1.2 percent compared to FY25Q2. Total SamTrans ridership was 2,783,513, which is an increase of 1.1 percent compared to FY25Q2. The SamTrans network recovered 97.2 percent of total ridership compared to pre-pandemic ridership (FY20Q2). Ridership details are included in **Table 3**.

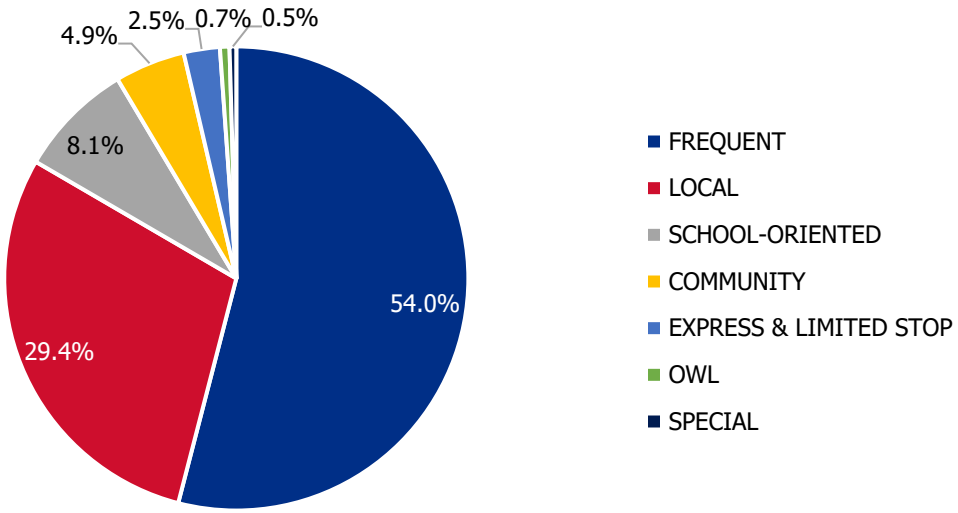
Table 3. Average Weekday Ridership and Total Ridership

Ridership Type	FY25 Q2	FY26 Q2	%Δ
Average Weekday Ridership	34,835	35,269	1.2%
Total Ridership	2,754,457	2,783,513	1.1%

Note: Does not include Route 713 or Dumbarton Express.

By service category, 54.0 percent of total ridership was on Frequent routes, 29.4 percent was on Local routes, 4.9 percent was on Community routes, 8.1 percent was on School-Oriented routes, 2.5 percent was on Express and Limited routes, 0.7 percent was on Owl routes, and 0.5 percent was on Special routes (see **Figure 1**).

Figure 1. Total Ridership Share By Service Category



Note: Does not include Route 713 or Dumbarton Express.

Ridership details by service category are included in **Table 4**.

Table 4. Total Ridership By Service Category

Service Category	FY25 Q2	FY26 Q2	%Δ
Frequent	1,532,316	1,503,931	-1.9%
Local	807,953	817,314	1.2%
School-Oriented	214,901	224,254	4.4%
Community	138,650	136,381	-1.6%
Express and Limited Stop	29,789	70,177	135.6%
Owl	21,640	18,422	-14.9%
Special	9,208	13,035	41.6%

Note: Does not include Route 713 or Dumbarton Express.

The systemwide ridership productivity goal is to have a minimum of 15 boardings per vehicle revenue hour[1], with a goal for each service category, shown in **Table 5**. The fixed route bus network met the goal with 15.7 boardings per vehicle revenue hour in Quarter 2, a 2.9 percent increase over the previous year. All service categories except for Express and Limited Stop met their goals. Route level productivity is provided in the Appendix.

Table 5. Ridership Productivity Measure

Boardings per Vehicle Revenue Hour	Goal	FY25 Q2	FY26 Q2	%Δ
Systemwide	**15**	**15.2**	**15.7**	**2.9%**
Frequent	15	21.4	20.9	-2.4%
Local	10	11.3	12.1	6.9%
School-Oriented	25	57.6	57.5	-0.1%
Community	7	7.4	7.2	-2.5%
Express and Limited Stop	16	2.6	6.2	134.3%
Owl	5	5.8	5.6	-3.4%

Note: Does not include Route 713 or Dumbarton Express.

[1] Boardings by vehicle revenue hour normalizes ridership to the amount of service being provided by calculating the number of customers that board the service per the revenue hours operated.

Compared to the previous year, Ride Plus service in Quarter 2 increased boardings per revenue hour by 19.2 percent to 2.1 boardings per revenue hour (**Table 6**).[2]

Table 6. Ride Plus Productivity Measures

Productivity Measure	Goal	FY25 Q2	FY26 Q2	%Δ
Boardings per Vehicle Revenue Hour	**2**	**1.8**	**2.1**	**19.2%**
East Palo Alto	2	1.8	2.0	14.3%
Half Moon Bay	2	1.7	2.2	32.3%
Percent Pooled Trips	**TBD**	**21.1%**	**47.6%**	**125.7%**
East Palo Alto	TBD	18.5%	44.8%	142.3%
Half Moon Bay	TBD	23.7%	50.5%	112.8%
Percent Wait Time <15 Minutes	**99%**	**98.3%**	**99.0%**	**0.7%**
East Palo Alto	99%	98.2%	99.1%	0.9%
Half Moon Bay	99%	98.4%	98.9%	0.5%
Percent Trips Completed	**99%**	**N/A**	**99.9%**	**N/A**
East Palo Alto	99%	N/A	99.9%	N/A
Half Moon Bay	99%	N/A	100.0%	N/A

Notes: Ride Plus changed technology providers in January 2025. The previous provider did not provide Percent Trips Completed, which is why they are not provided for FY25. These categories will be tracked and provided moving forward.

Total ridership on Equity Priority Routes[3] was 2,050,790 in FY26Q2, accounting for 74.0 percent of total ridership (see **Table 7**). Equity Priority Routes are defined as routes where more than one-third of a route's alignment is operated in an Equity Priority Area. Equity Priority Areas are neighborhoods where residents are more likely to not have access to a car, be part of a low-income household, and/or identify as people of racial or ethnic minority populations.

Table 7. Ridership In Equity Priority Areas

Service Category	FY25 Q2	FY26 Q2	%Δ
Boardings on Equity Priority Routes	2,042,071	2,050,790	0.4%
% of Total Boardings	74.1%	74.0%	-0.2%

[2] For Ride Plus on-demand service, similar productivity measures are provided; however, the definitions used are different from fixed-route bus service. For boardings per revenue hour, revenue hour is defined as any time passengers have an opportunity to use the service (total hours minus time to/from the depot and time that the vehicle is out of service for breaks, etc.). Percent pooled trips is the share of total trips where multiple trips were taken simultaneously in the same vehicle.

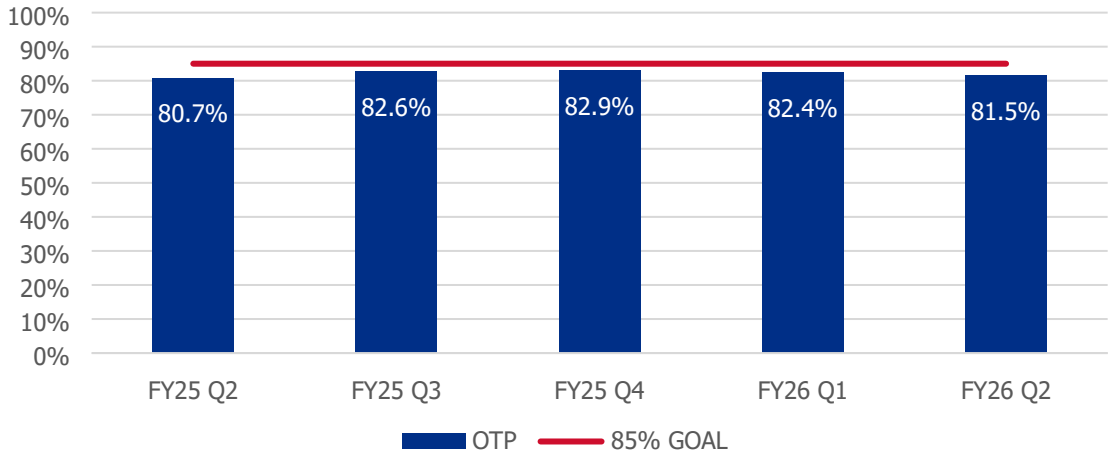
[3] Equity Priority Routes include 24, 25, 29, 30, 35, 37, 41, 46, 49, 62, 68, 79, 81, 120, 121, 122, 130, 138, 141, 142, 260, 270, 276, 280, 281, 294, 296, 296 Owl, ECR, ECR Owl, and SKY.

On-Time-Performance

Average systemwide on-time performance (OTP) for FY26Q2 was 81.5 percent (**Figure 2**). SamTrans did not meet its goal of 85.0 percent; however, OTP did increase 1.0 percent from the same quarter in the previous year.

OTP for the average weekday and average Saturday were below goal at 80.9 percent and 79.8 percent, respectively. The average Sunday and average holiday OTP were above goal at 86.2 percent and 91.5 percent, respectively.

Figure 2. On-Time Performance By Quarter



All service categories except Frequent and School-Oriented improved their on-time performance compared to last year. Only the Special service category met the on-time performance goal. Owl routes had the lowest average OTP of 75.7 percent. Details are included in **Table 8**.

Table 8. On-Time Performance By Service Category

Service Category	Goal	FY25 Q2	FY26 Q2	%Δ
Frequent	85%	79.6%	79.0%	-0.8%
Local	85%	81.3%	83.4%	2.6%
Community	85%	82.4%	82.7%	0.4%
Owl	85%	72.5%	75.7%	4.4%
Special	85%	78.4%	90.3%	15.2%
Express and Limited	90%	85.2%	85.5%	0.4%
School-Oriented	90%	78.3%	76.0%	-2.9%

Note: Special service category only includes Route 138.

Fares

Fares and payment method details are included in **Table 9** and **Table 10**.

Table 9. Total Trips by Fares Type

Fare Type	FY25 Q2	FY26 Q2	%Δ
Adult	1,706,944	1,746,246	2.3%
Eligible Discount	571,994	591,826	3.5%
Youth	469,545	439,989	-6.3%

Table 10. Total Trips by Payment Method

Payment Method	FY25 Q2	FY26 Q2	%Δ
One-Way Ticket	264,999	210,391	-20.7%
Clipper	1,308,632	1,390,801	4.4%
Clipper START	*39,139*	*53,188*	*35.9%*
Pass	1,177,720	1,176,869	-0.2%

Notes: Fares on Ride Plus were not integrated into the reporting system and therefore not included in this data.

The cost per passenger was $17.76, a 5.0 percent decrease from the previous year. SamTrans did not meet its goal of $15.00 or less per passenger. Farebox recovery was 6.2 percent of operating costs, an 11.4 percent increase compared to the previous year. SamTrans did not meet its goal of 8.5 percent farebox recovery rate. Details are included in **Table 11**.

Table 11. Operating Costs And Farebox Recovery Metrics

Metric	Goal	FY25 Q2	FY26 Q2	%Δ
Farebox Revenue	N/A	$3,035,512	$3,267,131	7.6%
Operational Costs	N/A	$54,521,032	$52,689,097	-3.4%
Cost per Passenger	<$15	$18.69	$17.76	-3.7%
Farebox Recovery Rate	8.5%	5.6%	6.2%	11.4%

Notes: Cost figures use both accrual and cash-based accounting methods depending on expenditure.

Operator Count

During FY26Q2, the District and Contracted Services[4] employed a combined total of 523 full-time fixed route operators, an 11.8 percent increase compared to the previous year. The number of District operators decreased by 8.7 percent. Of the total full-time fixed route operators, 69.4 percent were District operators, 22.8 percent were CUBS operators, and 7.8 percent were Coastside operators. For details, see **Table 12**.

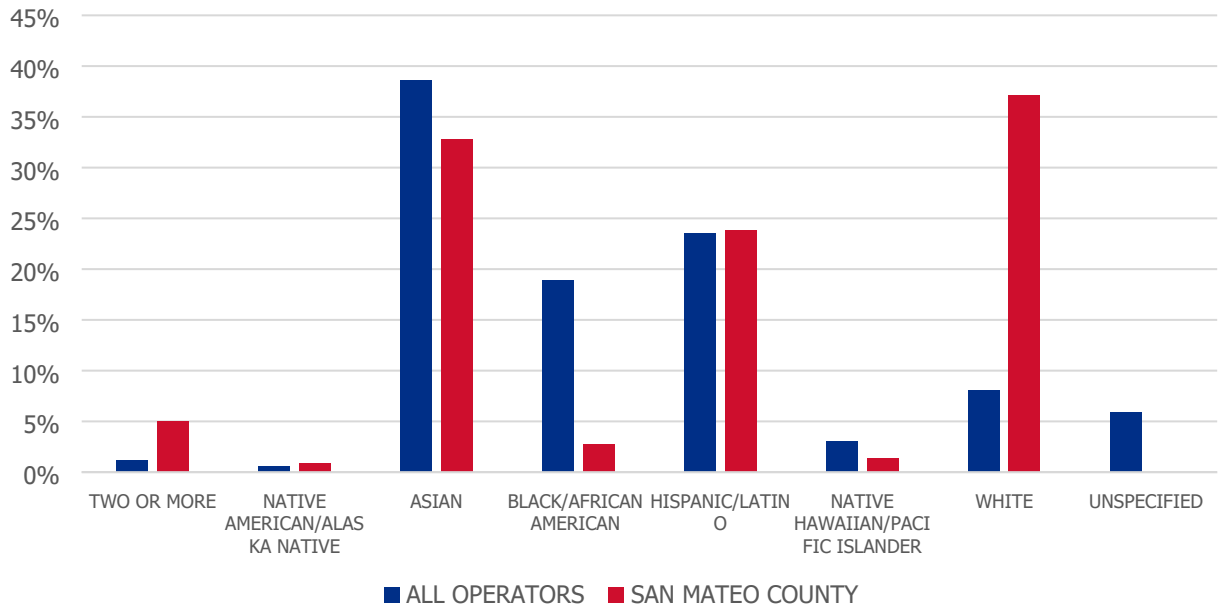
Table 12. Average Total Operators

Operators	FY25 Q2	FY26 Q2	%Δ
Total	**468**	**523**	**11.8%**
District	334	363	8.7%
CUBS	107	119	11.2%
Coastside	27	41	51.9%

Note: Quarterly employment statistics were provided by the District's People and Culture team and MV Transportation for CUBS and Coastside services from the last week of the quarter.

Of the District and Contracted Services operators, 13.2 percent identified as women, 86.6 percent identified as men, and 0.2 percent did not specify. There was a 6.2 percent year-over-year increase in the number of women working as full-time operators and a 12.4 percent increase in the number of males. See **Figure 3** for details on operator race and ethnicity.

Figure 3. Operators By Race and Ethnicity



Note: Demographic statistics may add up to more than 100 percent because people may identify as one race and one ethnicity (e.g., Black/ African American and Hispanic/Latino).

[4] Contracted Urban Bus Service (CUBS) and Coastside

Preventable Accidents

In FY26Q2, there were 61 preventable accidents, a 35.6 percent increase compared to the previous year. The goal is to have one or fewer preventable accidents per 100,000 miles, or more than 100,000 miles between each preventable accident. This quarter, SamTrans did not meet its goal with 2.4 accidents per 100,000 miles, or 41,611 miles between each preventable accident. Details are included in **Table 13**.

Table 13. Preventable Accidents

	Goal	FY25 Q2	FY26 Q2	%Δ
Preventable Accidents	**N/A**	**45**	**61**	**35.6%**
District	N/A	33	48	45.5%
Contracted Services	N/A	12	13	8.3%
Accident Frequency Ratio (per 100,000 miles)	**<1**	**1.8**	**2.4**	**35.5%**
District	<1	1.8	2.6	45.9%
Contracted Services	<1	1.7	1.8	7.3%
Mean Miles between Preventable Accident	**>100,000**	**56,378**	**41,611**	**-20.0%**
District	>100,000	55,787	38,234	-22.0%
Contracted Services	>100,000	58,004	54,080	-10.4%

Note: Of total revenue miles, the District operates approximately 70 percent and Contracted Services provides 30 percent.

Service Calls

There were 108 service calls in FY26Q2, a 12.9 percent decrease from the previous year. The goal is to have one or fewer service calls per every 25,000 miles, or more than an average of 25,000 miles between each service call. This quarter, SamTrans did not meet its goal with 1.1 service calls per 25,000 miles, or 23,503 miles between each service call. For details, see **Table 14**.

Table 14. Service Calls

	Goal	FY25 Q2	FY26 Q2	%Δ
Service Calls	**N/A**	**124**	**108**	**-12.9%**
District	N/A	66	61	-7.6%
Contracted Services	N/A	58	47	-19.0%
Service Call Frequency Ratio (per 25,000 miles)	**<1**	**1.2**	**1.1**	**-12.9%**
District	<1	0.90	0.8	-7.3%
Contracted Services	<1	2.1	1.7	-19.8%
Mean Miles between Service Call	**>25,000**	**20,460**	**23,503**	**24.5%**
District	>25,000	27,893	30,086	22.8%
Contracted Services	>25,000	12,001	14,958	19.8%

Fleet in Operation

In FY26Q2, 324 buses were in operation. Approximately 77.8 percent were diesel, 7.7 percent were diesel-hybrid, 11.4 percent were battery electric, and 3.1 percent were hydrogen fuel cell. For mileage operated by District buses, 80.2 percent were operated by diesel, 8.9 percent were operated by diesel-hybrid, 7.9 percent were operated by battery electric, and 2.9 percent were operated by hydrogen fuel cell. For details, see **Table 15**.

Table 15. Fleet In Operation

	FY25 Q2	FY26 Q2	%Δ
Total	**313**	**324**	**3.5%**
Diesel	269	252	-6.3%
Diesel-Hybrid	25	25	0.0%
Battery Electric	19	37	94.7%
Hydrogen Fuel Cell	0	10	100%

Trips That Did Not Operate

In FY26Q2, there were 57 trips that did not operate (DNO). The goal is to have less than 100 DNOs per 100,000 trips, or a missed trips percentage of less than 0.1 percent. This quarter, SamTrans met its goal with 38.9 DNOs per 100,000 trips, or a missed trip percentage of 0.04 percent. For details, see **Table 16**.

Table 16. Trips That Did Not Operate

	Goal	FY25 Q2	FY26 Q2	%Δ
DNOs	**N/A**	**207**	**57**	**-72.5%**
District	N/A	176	14	-92.0%
Contracted Services	N/A	31	43	38.7%
DNOs Frequency Ratio (per 100,000 trips)	**<100**	**142.2**	**38.9**	**-72.7%**
District	<100	148.6	11.9	-92.0%
Contracted Services	<100	114.2	150.8	32.1%
Missed Trips Percentage	**<0.1%**	**0.1%**	**0.04%**	**-72.7%**
District	<0.1%	0.1%	0.01%	-92.0%
Contracted Services	<0.1%	0.1%	0.2%	32.1%

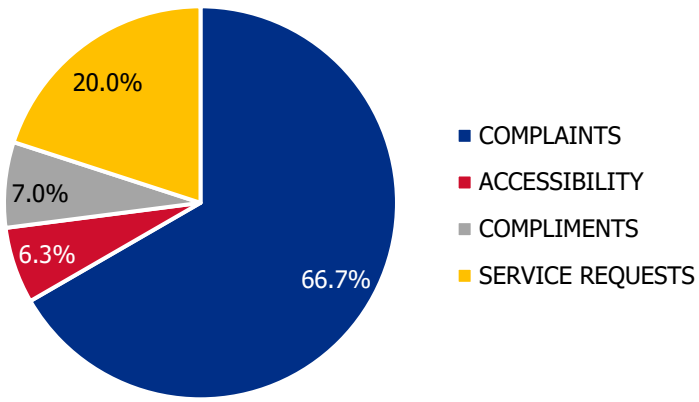
Customer Experience

In FY26Q2, SamTrans Customer Service received 540 public comments, which is a 6.9 percent increase from the same period in the previous year. Of the public comments, 66.7 percent were complaints, 6.3 percent were about accessibility, 7.0 percent were compliments, and 20.0 percent were service requests. The goal is to have less than one complaint per 10,000 boardings. SamTrans did not meet this goal with 1.3 complaints per 10,000 boardings in Quarter 2. Details can be seen in **Table 17** and **Figure 4**.

Table 17. Customer Feedback Details

	Goal	FY25 Q2	FY26 Q2	%Δ
Total	**N/A**	**505**	**540**	**6.9%**
Complaints	N/A	309	360	16.5%
Accessibility	N/A	26	34	30.8%
Compliments	N/A	32	38	18.8%
Service Requests	N/A	138	108	-21.7%
Complaints per 10,000 boardings	**<1**	**1.1**	**1.3**	**15.3%**

Figure 4. Customer Feedback By Type



Overall, the most common themes of public comments were related to operator feedback (28.5 percent), pass-ups (19.3 percent), and bus stop/shelter (8.5 percent). See **Table 18** for a comparison to the previous year.

Table 18. Most Common Public Comment Themes

FY25 Q2			FY26 Q2		
Category	**Comment Type**	**% of Total Comments**	**Category**	**Comment Type**	**% of Total Comments**
Operator	Complaint	28.7%	Operator	Complaint	28.5%
Pass-Up	Complaint	14.3%	Pass-Up	Complaint	19.3%
Bus Stop/Shelter	Service Request	10.7%	Bus Stop/Shelter	Service Request	8.5%

Most people continue to use phone and email to leave comments. 45.0 percent of comments were received by phone, 53.7 percent by email, 1.1 percent by letter, and 0.2 percent by walk-in. Details are included in **Table 19**.

Table 19. Reporting Method

Method	FY25 Q2	FY26 Q2	%Δ
Phone	264	243	-8.0%
Email	234	290	23.9%
Comment Card	1	0	-100.0%
Social Media	1	0	-100.0%
Letter	2	6	200.0%
Walk-In	3	1	-66.7%

Data shown in this report is current as of September 1, 2026.

Prepared by: Emily Chen Senior Planner, Operations Planning 650-551-6127

Appendix: Route-Level Boardings per Vehicle Revenue Hour

Service Category/Route	Goal	FY26 Q2	Performance Tier[5]
Frequent	**15**	20.9	**Meets Standard**
120 - Colma BART - Brunswick/Templeton	15	29.5	Meets Standard
130 - Daly City BART - Airport and Linden	15	16.8	Meets Standard
296 - Redwood City Transit Center - Bayshore/Donohoe	15	10.1	Monitoring
ECR - Daly City BART - Palo Alto Transit Center	15	23.8	Meets Standard
Local	**10**	12.1	**Meets Standard**
110 - Daly City BART - Linda Mar Park and Ride	10	12.8	Meets Standard
121 - Pope/Bellevue - Skyline College	10	17.0	Meets Standard
122 - South San Francisco (SF) BART - Stonestown/SF	10	11.5	Meets Standard
141 - Airport/Linden - Skyline College	10	11.0	Meets Standard
250 - San Mateo Caltrain - College of San Mateo	10	12.8	Meets Standard
276 - Redwood City Transit Center - Bohannon/Campbell	10	6.5	Not Meeting Standard
278 - Redwood City Caltrain - Canada College	10	14.5	Meets Standard
281 - Belle Haven Community Campus - Stanford	10	8.8	Monitoring
292 - San Francisco – San Francisco International Airport (SFO) - Hillsdale Mall	10	12.0	Meets Standard
School-Oriented	**25**	57.5	**Meets Standard**
10 - Terra Nova High School (HS)	25	28.1	Meets Standard
12 - Pacifica School	25	62.6	Meets Standard
14 - Linda Mar Circulator	25	19.9	Not Meeting Standard
15 - HMBHS - Moonridge Apartments	25	13.8	Not Meeting Standard
18 - Main/7th – Half Moon Bay High School	25	14.7	Not Meeting Standard

[5] Based on the Service Policy Framework, route-level productivity will fall into three performance tiers and related actions: (1) meets standard – no action required; (2) monitor – track performance closely and receive targeted marketing and outreach; and (3) not meeting standard – develop and action plan to improve or adjust service as necessary and could be discontinued if there are no improvements to productivity or viable alternative provided. . Routes and service categories identified as "monitoring" are highlighted in blue. Routes and service categories identified as "not meeting standard" are highlighted in orange.

Service Category/Route	Goal	FY26 Q2	Performance Tier[5]
19 - Lacy School	25	57.7	Meets Standard
24 - Shasta High	25	33.4	Meets Standard
25 - Ben Franklin Intermediate School (IS)	25	132.8	Meets Standard
28 - South San Francisco HS	25	36.1	Meets Standard
29 - Lipman Middle School (MS)	25	43.7	Meets Standard
30 - John F Kennedy Elementary School (ES)	25	44.9	Meets Standard
35 - El Camino HS	25	63.5	Meets Standard
37 - Romney-Alta Loma MS	25	47.2	Meets Standard
40 – Ingrid B. Lacy MS	25	23.7	Monitoring
41 - Parkside IS	25	70.7	Meets Standard
42 - Parkside MS	25	14.7	Not Meeting Standard
46 - Burlingame School	25	122.1	Meets Standard
49 - Terra Nova HS	25	33.3	Meets Standard
50 - Bayside Science, Technology, Engineering, and Mathematics (STEM) Academy	25	63.6	Meets Standard
51 - Hillsdale HS	25	38.4	Meets Standard
53 - Borel MS	25	96.0	Meets Standard
53P - Borel MS	25	45.6	Meets Standard
54 - Bowditch School	25	110.0	Meets Standard
56 - Aragon HS	25	46.1	Meets Standard
57 - Hillsdale HS	25	52.9	Meets Standard
58 - Borel MS	25	51.4	Meets Standard
59 - Aragon HS	25	97.9	Meets Standard
60 - Ralston MS	25	72.4	Meets Standard
61 - Carlmont HS	25	51.3	Meets Standard
62 - Carlmont HS	25	48.5	Meets Standard
67 - Ralston MS	25	76.5	Meets Standard
68 - Ralston MS	25	87.9	Meets Standard
72 - Selby Lane School	25	158.8	Meets Standard

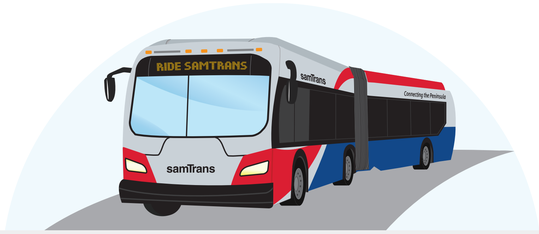
Service Category/Route	Goal	FY26 Q2	Performance Tier[5]
73 - Clifford School	25	100.6	Meets Standard
78 - Woodside HS	25	36.9	Meets Standard
79 - Kennedy MS	25	83.7	Meets Standard
81 - Menlo-Atherton HS	25	33.5	Meets Standard
82 - Hillview MS	25	71.6	Meets Standard
83 - Hillview MS	25	44.0	Meets Standard
85 - Ormondale ES	25	20.5	Monitoring
86 - Menlo-Atherton HS	25	72.6	Meets Standard
87 - Woodside HS	25	14.1	Not Meeting Standard
88 - Encinal ES	25	9.5	Not Meeting Standard
Community	**7**	7.2	**Meets Standard**
112 - Sharp Park - Colma BART	7	8.7	Meets Standard
117 - Linda Mar Park and Ride - Moonridge Apartments	7	5.5	Monitoring
142 - SFO - Shelter Creek	7	6.0	Monitoring
251 - Foster City - Hillsdale Mall	7	13.7	Meets Standard
260 - San Carlos Caltrain - Carlmont Village	7	7.5	Meets Standard
270 - Redwood City Caltrain - Florence/17th	7	9.2	Meets Standard
280 - Purdue/Fordham - Palo Alto Transit Center	7	6.8	Monitoring
294 - Hillsdale - Half Moon Bay	7	5.0	Monitoring
295 - Hillsdale Mall - Redwood City	7	7.0	Meets Standard
Express and Limited	**16**	6.2	**Not Meeting Standard**
FCX - Foster City - San Francisco	16	9.9	Monitoring
CSM - College of San Mateo - Downtown San Mateo	16	3.9	Not Meeting Standard
EPX - East Palo Alto - San Bruno BART	16	2.5	Not Meeting Standard
PCX - Linda Mar Park and Ride - Daly City BART	16	4.2	Not Meeting Standard
SKY - Daly City BART - Skyline College	16	13.6	Monitoring
Owl	**5**	5.6	**Meets Standard**
397 - San Francisco - Palo Alto Transit Center	5	6.2	Meets Standard
296O - Redwood City Transit Center - Palo Alto Transit Center	5	3.3	Not Meeting Standard

Service Category/Route	Goal	FY26 Q2	Performance Tier[5]
ECRO - Daly City - SFO	5	7.1	Meets Standard

Notes: Does not include Special service category, Route 713, or Dumbarton Express.

QUARTERLY DASHBOARD

October - December 2025 (FY26 Q2)



RIDERSHIP, SERVICE & ON-TIME PERFORMANCE

Systemwide Overview



2,783,513
Boardings (+1.1%[1])

74 Routes

1.8M Revenue Miles

Service Categories What types of service are available?	Revenue Hours How much service is available?	Avg Weekday Ridership How many people ride?	On-Time Performance[2] How often is the bus on time?
15 min **Frequent** 15-minute or better frequency, 7 days/week	41%	52%	79%
30 min **Local** 30-minute or better frequency, 7 days/week	38%	29%	83%
60 min **Community** 60-minute or better frequency, 5–7 days/week	11%	5%	83%
School-Oriented Routes aligned with school bell times, 5 days/week	2%	10%	76%
Express & Limited Stop Peak-only routes with few stops, 5 days/week	6%	3%	86%
Night **Owl** Overnight routes, 7 days/week	2%	1%	76%
Special **Special Routes** Unique purpose routes, 7 days/week	<1%	<1%	90%
	177.1K Total Revenue Hours	**35.3K** Systemwide Average	**82.4%** Systemwide Average

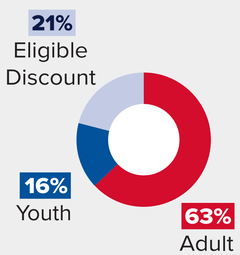
85% Target

FARES

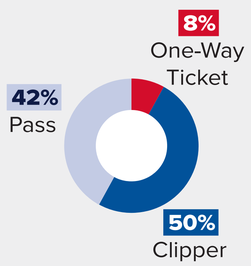
$3.27M Fare Revenue

$17.76 Cost Per Passenger

Fare Type



Payment Method

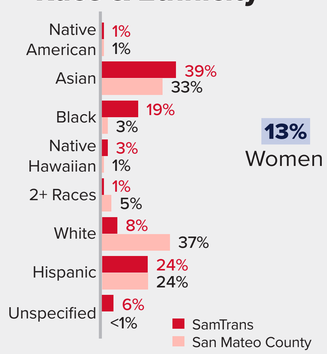


OPERATORS

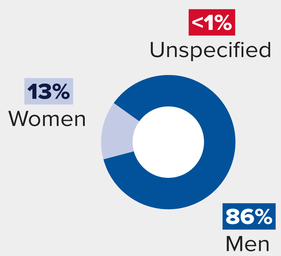
523 Average Number of Operators

363 SamTrans | **119** CUB | **41** Coastside

Race & Ethnicity

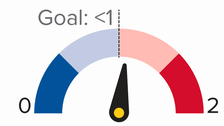


Gender



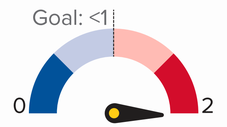
ENVIRONMENT & SAFETY

Service Calls



1.1 Per 25,000 Miles (-12.9%[1])

Preventable Accidents



2.4 Per 100,000 Miles (+35.5%[1])

Fleet in Operation



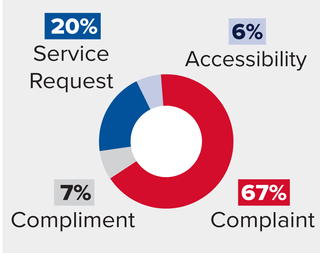
8% Hybrid | **3%** Hydrogen | **11%** Electric | **78%** Diesel

RIDER EXPERIENCE

38.9 Trips Not Operated Per 100,000 Trips (-72.7%[1])

1.3 Complaints Per 10,000 Boardings (+16.9%[1])

Comment Type



Trending Themes

29% Operators

19% Pass-Up

9% Bus Stop/ Shelter

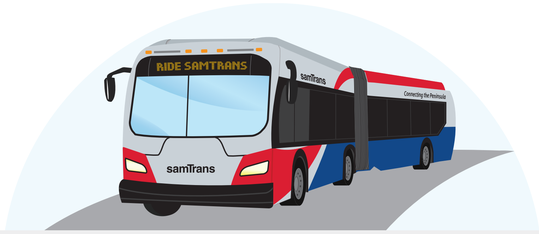
Top 3 in FY25 Q2 Operators, Pass-Up and Bus Stop/Shelter

[1] Percent change from the previous year (FY25 Q2).

[2] Buses are on-time if they depart a timepoint within 59 seconds before schedule or 4 minutes and 59 seconds after schedule.

QUARTERLY DASHBOARD

January - March 2026 (FY26 Q3)



RIDERSHIP, SERVICE & ON-TIME PERFORMANCE

Systemwide Overview



2,709,430

Boardings (+2.2%[1])

74 Routes

1.8M Revenue Miles

Service Categories
What types of service are available?

Revenue Hours
How much service is available?

Avg Weekday Ridership
How many people ride?

On-Time Performance[2]
How often is the bus on time?

	Service Categories	Revenue Hours	Avg Weekday Ridership	On-Time Performance[2]
15 min	**Frequent** 15-minute or better frequency, 7 days/week	40%	51%	79%
30 min	**Local** 30-minute or better frequency, 7 days/week	38%	29%	83%
60 min	**Community** 60-minute or better frequency, 5–7 days/week	11%	5%	82%
	School-Oriented Routes aligned with school bell times, 5 days/week	3%	11%	77%
	Express & Limited Stop Peak-only routes with few stops, 5 days/week	6%	3%	87%
Night	**Owl** Overnight routes, 7 days/week	2%	1%	76%
Special	**Special Routes** Unique purpose routes, 7 days/week	<1%	<1%	92%

85% Target

175.5K Total Revenue Hours

35.2K Systemwide Average

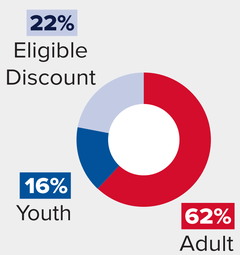
81.8% Systemwide Average

FARES

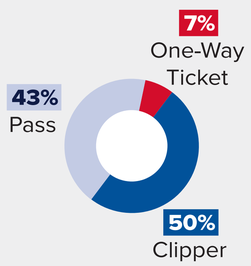
$2.63M Fare Revenue

$18.06 Cost Per Passenger

Fare Type



Payment Method

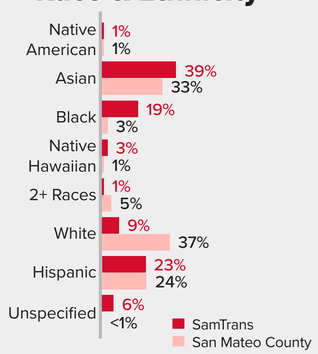


OPERATORS

502 Average Number of Operators

348 SamTrans | **119** CUB | **35** Coastside

Race & Ethnicity

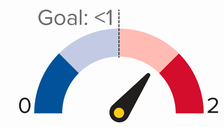


Gender



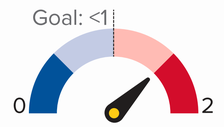
ENVIRONMENT & SAFETY

Service Calls



1.4 Per 25,000 Miles (+29.8%[1])

Preventable Accidents



1.5 Per 100,000 Miles (-38.2%[1])

Fleet in Operation



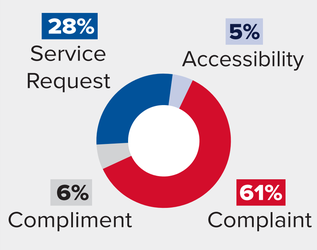
8% Hybrid | **3%** Hydrogen | **11%** Electric | **78%** Diesel

RIDER EXPERIENCE

14.5 Trips Not Operated Per 100,000 Trips (-88.8%[1])

2.2 Complaints Per 10,000 Boardings (+8.0%[1])

Comment Type



Trending Themes

29% Operators

19% Pass-Up

9% Bus Stop/ Shelter

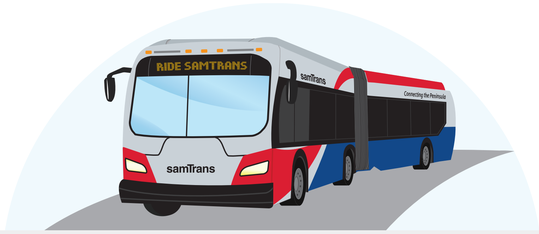
Top 3 in FY25 Q3 Operators, Pass-Up and Bus Stop/Shelter

[1] Percent change from the previous year (FY25 Q3).

[2] Buses are on-time if they depart a timepoint within 59 seconds before schedule or 4 minutes and 59 seconds after schedule.

QUARTERLY DASHBOARD

April - June 2026 (FY26 Q4)



RIDERSHIP, SERVICE & ON-TIME PERFORMANCE

Systemwide Overview



2,731,111
Boardings (+0.6%[1])

74 Routes

1.7M Revenue Miles

Service Categories What types of service are available?	Revenue Hours How much service is available?	Avg Weekday Ridership How many people ride?	On-Time Performance[2] How often is the bus on time?
15 min **Frequent** 15-minute or better frequency, 7 days/week	40%	52%	81%
30 min **Local** 30-minute or better frequency, 7 days/week	38%	30%	84%
60 min **Community** 60-minute or better frequency, 5–7 days/week	11%	5%	83%
School-Oriented Routes aligned with school bell times, 5 days/week	2%	8%	79%
Express & Limited Stop Peak-only routes with few stops, 5 days/week	6%	3%	87%
Night **Owl** Overnight routes, 7 days/week	2%	1%	74%
Special **Special Routes** Unique purpose routes, 7 days/week	<1%	<1%	91%
	179.6K Total Revenue Hours	**34.5K** Systemwide Average	**82.5%** Systemwide Average

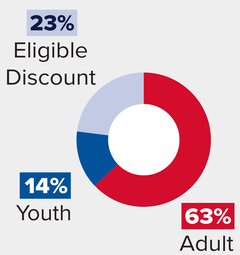
85% Target

FARES

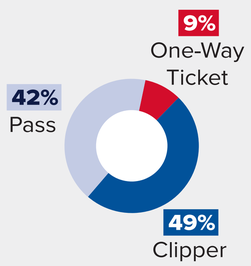
$2.80M Fare Revenue

$22.02 Cost Per Passenger

Fare Type



Payment Method

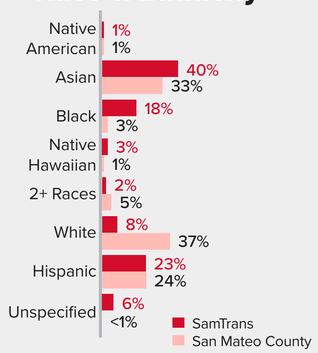


OPERATORS

514 Average Number of Operators

350 SamTrans | **131** CUB | **33** Coastside

Race & Ethnicity

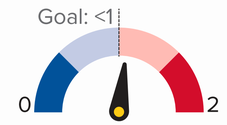


Gender



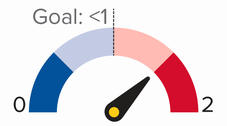
ENVIRONMENT & SAFETY

Service Calls



1.1 Per 25,000 Miles (-0.05%[1])

Preventable Accidents



1.5 Per 100,000 Miles (-8.0%[1])

Fleet in Operation



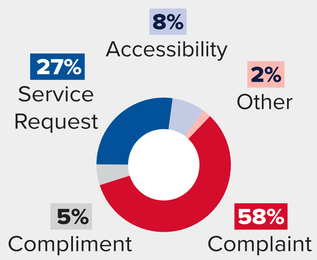
8% Hybrid | **3%** Hydrogen | **11%** Electric | **78%** Diesel

RIDER EXPERIENCE

15.1 Trips Not Operated Per 100,000 Trips (-88.3%[1])

2.1 Complaints Per 10,000 Boardings (+19.5%[1])

Comment Type



Trending Themes

27% Operators

13% Pass-Up

10% Schedule Request

Top 3 in FY25 Q4 Operators, Pass-Up and Late

[1] Percent change from the previous year (FY25 Q4).

[2] Buses are on-time if they depart a timepoint within 59 seconds before schedule or 4 minutes and 59 seconds after schedule.

San Mateo County Transit District
Staff Report

To: Board of Directors

Through: April Chan, General Manager/CEO

From: Chris Andrichak, Chief Financial Officer

Subject: **Accept Quarterly Fuel Hedge Update**

Action

Staff recommends the San Mateo County Transit District (SamTrans) Board of Directors (Board) accept the quarterly fuel hedge update report for Fiscal Year 2026 Quarter 4 (FY26Q4).

Background

The Diesel Fuel Hedging Program was implemented in May 2020 for SamTrans and is designed to minimize large budget variances resulting from the volatility of diesel fuel prices. An effective hedging strategy can increase budget certainty and facilitate a more effective utilization of budgetary resources. The purpose of the Program is not to speculate on the price of fuel but to manage risk, particularly as it relates to SamTrans' annual budget.

Significance

The purpose of this report is to provide an update on the implementation and performance status of the Fuel Hedging Program (Program) established for SamTrans. Staff are exploring options to shift part of the diesel fuel hedge toward hydrogen and electricity as SamTrans transitions to a zero-emission fleet.

Under this Program, staff will continue to work with Linwood Capital, LLC to:

- Secure new diesel fuel hedge contracts as market conditions permit.
- Evaluate timing and feasibility of implementing alternative hedge programs related to zero-emission vehicles.
- Modify the diesel hedge size to safeguard SamTrans' fuel budget from market volatility, while accounting for reduced diesel usage during the transition to a zero-emission fleet.

Under the current Innovative Clean Transit (ICT) transition plan, diesel fuel consumption is expected to decline steadily in accordance with the diesel bus replacement schedule. As additional zero-emission buses (ZEBs) are delivered and placed into service in the upcoming fiscal years, our reliance on diesel fuel will continue to diminish.

FY26Q4 Fuel Hedge Performance

- In FY26Q4, the fuel hedging program realized a net gain of $423,785. This is approximately $1.18 per gallon of realized gain on 358,303 consumed gallons for the quarter. The gain reflects the difference between the hedged price and the actual market price of fuel during the period, which can fluctuate based on market conditions. During the quarter, the approximate cost of fuel before taxes and fees and after the effect of the hedge was $3.66 (Hedged Rate $/Gallon).

- For FY26Q3, there was a final realized net gain of $303,415 or $0.83 per gallon on 366,817 gallons of consumption with a cost before taxes and fees and after hedging of $2.66 (Hedged Rate $/Gallon).

The FY26Q4 results reflect realized gains, which are in line with expectations as we anticipate incurring gains approximately half of the time, with losses anticipated in other periods. The primary purpose of the hedge is to manage financial risk, not speculate or make investment gains. Any loss or gain from the hedge offsets fluctuations in the fuel prices and helps SamTrans to smooth the impact of market volatility.

FY26Q4 Hedge Program Asset Information

- The futures account value of $4,125,161 as of June 30, 2026 consists of:
    - $200,000 in net cash contributions by SamTrans since inception in May 2020
    - $277,263 in cumulative net interest income since inception ($14,758 of which was earned in FY26Q4)
    - $2,476,320 in realized net gains (decreased fuel cost) since inception.
    - $1,171,577 in unrealized gain (contingent future decreased fuel cost), down by $349,419 from $1,520,996 on March 31, 2026
- As of March 31, 2026, the future account value was $4,036,037. The value increased by $89,124 during FY26Q4.

FY27 Prospective

- For FY27, there is an unrealized gain of $1,035,649 which is $0.86/gallon on all projected consumption. This assumes projected consumption of 1,197,636 gallons for FY27 at an average price of $2.80 per gallon, net of fuel hedge before taxes and fees.

- For FY27, approximately 90 percent of the remaining anticipated fuel usage of 1,197,636 gallons is hedged on a tax adjusted basis.

Budget Impact
There is no impact on the budget.

Prepared By: Ray Galindo Interim Manager, Treasury 650-508-7757

San Mateo County Transit District
Staff Report

To: Board of Directors

Through: April Chan, General Manager/CEO

From: Joan Cassman, General Counsel

Subject: **Authorizing the General Manager/CEO to Enter into a Ten-Year Lease with the County of San Mateo for Property Used as a Homeless Shelter at the District's North Maintenance Base**

Action

Staff recommends that the Board of Directors (Board) of the San Mateo County Transit District (District or SamTrans) authorize the General Manager/CEO, or her designee, to enter into a new ten-year lease with the County of San Mateo (County) for a portion of the property located at 301 North Access Road.

Significance

The property is located at the District's North Maintenance Base and has been leased to the County of San Mateo for use as a homeless shelter known as Safe Harbor since 2000. The renewal of the lease will provide the District with an up-front rental payment of $1,200,000. These funds will be applied to defray in part the costs the District will bear in acquiring additional property to facilitate the continued existence of Safe Harbor as the District implements other essential projects at North Base, including the replacement of Building 200. The lease terms provide for the early termination of this ten-year lease in the event that the property becomes unusable due to environmental conditions.

Budget Impact

The new lease provides for an up-front payment of $1,200,000, which is generally non-refundable, although in the event the District sells the North Base to a third party, the parties agree to meet and confer regarding the ability of the County to continue its use under the new owner and, if the termination occurs within the first five years of the lease, the parties will confer regarding a reasonable refund of rent to the County.

Background

In June 2000, the Board passed Resolution No. 2000-58, authorizing the General Manager/CEO to enter into a lease with the County to allow it to construct and operate a homeless shelter in the front portion of the employee parking lot of the SamTrans Bus Facility at 301 North Access Road in South San Francisco, the North Maintenance Base. On October 3, 2000, the District entered into the lease agreement and the County subsequently constructed an approximately 8,500 square foot facility on an approximately 10,000 square foot portion of the site.

In February 2004, the Board passed Resolution No. 2004-03 to extend the term of the lease until March 31, 2019. Then on April 13, 2005, the Board passed Resolution No. 2005-14, authorizing the General Manager/CEO to extend the term of the Lease an additional five years to March 31, 2024, to allow the County to receive funds from the State of California to improve the interior of the homeless shelter. Since the lease expired on March 31, 2024, the County has been a holdover tenant.

Prepared By: Joan Cassman General Counsel 415-995-5021

Resolution No. 2026-

Board of Directors, San Mateo County Transit District
State of California

*** * ***

Authorizing the General Manager/CEO to Enter into a Ten-Year Lease with the County of San Mateo for Property Used as a Homeless Shelter at the District's North Maintenance Base

Whereas, on June 14, 2000, the San Mateo County Transit District (District) Board of Directors (Board) passed Resolution No. 2000-58 authorizing the General Manager/CEO to negotiate and execute a ten-year lease with the County of San Mateo (County) to allow the County of San Mateo to construct and operate a homeless shelter on certain property within the District's North Maintenance Base located at 301 North Access Road in the City of South San Francisco; and

Whereas, on October 3, 2000, the District entered into a ten-year lease (Lease) and the County subsequently constructed an approximately 8,500 square feet of homeless shelter known as Safe Harbor on approximately 10,000 square feet of District property; and

Whereas, on February 11, 2004, the Board passed Resolution No. 2004-03 authorizing the General Manager/CEO to extend the term of the Lease to March 31, 2019, to allow the County to apply for funds from the State of California to improve the interior of the Safe Harbor facility; and

Whereas, on April 13, 2005, the Board Resolution No. 2005-14 authorizing the General Manager/CEO to extend the term of the Lease an additional five years to March 31, 2024 to allow the County to receive funds from the State of California to improve the interior of the Safe Harbor facility; and,

Whereas, since March 31, 2024, the County has continued to occupy the leasehold as a holdover tenant; and

Whereas, the District and County staff and counsel recommend that the parties enter into a new, ten-year lease to accommodate the continued use of the property for the Safe Harbor facility while the District undertakes requisite improvements and construction projects and to require the pre-payment of rent to help defray the costs of the District's acquisition of adjacent property to facilitate the planned construction activities at the North Maintenance Base.

Now, Therefore, Be It Resolved that the Board of Directors of the San Mateo County Transit District hereby authorizes the General Manager/CEO, or her designee, to enter into a ten-year lease with the County of San Mateo for a portion of the property located at 301 North Access Road; and

Be It Further Resolved that the Board authorizes the General Manager/CEO or designee to take any other actions necessary to give effect to this resolution.

Regularly passed and adopted this 7th day of October, 2026 by the following vote:

Ayes:

Noes:

Absent:

_____
Chair, San Mateo County Transit District

Attest:

_____
District Secretary

San Mateo County Transit District
Staff Report

To: Board of Directors

Through: April Chan, General Manager/CEO

From: Joshuah Mello, Chief Planning Officer

Subject: **Modifying the Zero Emission Bus Project to Include Construction and Use of Permanent Hydrogen Fueling Infrastructure and Adopting a Second Addendum to the Negative Declaration**

Action

Staff recommends that the Board of Directors (Board) of the San Mateo County Transit District (District or SamTrans):

1. Approve the modification of the Zero Emissions Bus project (ZEB Project) to include construction and use of permanent hydrogen fueling infrastructure instead of a mobile/portable hydrogen fueling system; and

2. Adopt the California Environmental Quality Act (CEQA) Second Addendum to the Negative Declaration (ND) for the project.

Significance

Implementation of the ZEB Project requires hydrogen fueling to support the fuel cell electric bus (FCEB) fleet. Previously it was envisioned that the ZEB Project would use a mobile/portable hydrogen fueling system at the District's North Base bus maintenance and operations facility. However, to provide sufficient capacity for the incoming FCEB fleet, permanent hydrogen fueling infrastructure will be required at North Base. The new permanent hydrogen fueling infrastructure will include cryogenic tanks, vaporizers, dispensers, and supporting electrical infrastructure. The permanent refueling station would be constructed along the eastern side of the base. It would entail approximately 2,000 square feet of ground disturbance, and the majority of excavation would be between three and four feet deep. Canopy pile foundations would be up to 60 feet deep.

To comply with the California Environmental Quality Act (CEQA), the District prepared a Draft Initial Study-Negative Declaration (IS-ND) and published the document on September 6, 2022. During the 21-day public review period, the District received no comments on the Draft IS-ND. The District prepared the Final IS-ND. At its December 7, 2022 meeting, the Board adopted the ND (Resolution No. 2022-74), and the District subsequently filed a Notice of Determination with the San Mateo County Clerk.

A First Addendum of the ND was prepared in 2024 to analyze modifying the footprint of the ZEB Project and North Base through the potential acquisition of Assessor Parcels 015180200 and 015180110. This analysis considered whether and to what extent the previous ND remained sufficient to address the potential impacts of the project, with the expanded footprint. The Board adopted the First Addendum to the ND on December 4, 2024, and the District filed a Notice of Determination with the San Mateo County Clerk on December 9, 2024.

In conformance with CEQA Guidelines Section 15164, the District has now analyzed adding permanent hydrogen fueling infrastructure to the ZEB Project to determine whether and to what extent the previous ND and First Addendum remain sufficient to address the potential impacts of the revised ZEB Project. The Second Addendum, which addresses only the addition of the permanent hydrogen fueling infrastructure, demonstrated that there are no substantial changes proposed to the ZEB Project or in the circumstances in which the ZEB Project will be undertaken that require major revisions of the ND. The Second Addendum to the ND concluded that the ZEB Project will not have a significant effect on the environment. The Addendum to the ND is not required to be circulated for public review.

Budget Impact

Accepting the revised ZEB Project Second CEQA Addendum to the Negative Declaration has no budget impact. Construction of the permanent hydrogen fueling infrastructure would have a budget impact.

Background

The ZEB Project entails re-purposing the existing bus maintenance and operations facilities at SamTrans' North Base (South San Francisco) and South Base (San Carlos) to support battery electric buses (BEB) and FCEB, rather than diesel buses. Key physical elements include installation of new at-grade, below-grade, and above-grade charging infrastructure, as well as maintenance bay improvements to address new bus types and maintenance needs.

As originally planned in 2022, implementation of the ZEB Project at North Base assumed the use of a mobile/portable hydrogen fueling system.

In 2026, the District determined that the mobile/portable hydrogen fueling system would not provide sufficient capacity for the incoming FCEB fleet. To ensure adequate capacity, the District proposes to construct and use permanent hydrogen fueling infrastructure.

Prepared By:	Bo Baney	Manager, Environmental and Sustainability Planning	650-508-7792

Resolution No. 2026-

Board of Directors, San Mateo County Transit District
State of California

*** * ***

Modifying the Zero Emissions Bus Project to Include Construction and Use of Permanent Hydrogen Fueling Infrastructure and Adopting a Second Addendum to the Negative Declaration

Whereas, the San Mateo County Transit District (District) Zero Emissions Bus Project (ZEB Project) entails re-purposing the existing bus maintenance and operations facilities at SamTrans' North Base (South San Francisco) and South Base (San Carlos) to support battery electric buses (BEBs) and fuel cell electric buses (FCEBs) rather than a diesel-powered fleet; and

Whereas, the ZEB Project's key physical elements include installation of new at-grade, below-grade, and above-grade charging infrastructure, as well as maintenance bay improvements to accommodate new bus types and maintenance needs; and

Whereas, the District has determined that the ZEB Project scope must be altered to ensure that sufficient fueling capacity is provided for the incoming FCEB fleet; and

Whereas, though the District previously intended to utilize a mobile/portable hydrogen fueling system, the District has now concluded that a permanent hydrogen fueling system is required to provide sufficient fueling capacity for the incoming FCEB fleet; and

Whereas, pursuant to the California Environmental Quality Act (CEQA), in 2022 the District Board of Directors (Board) adopted the Zero Emissions Bus Project Final Initial Study – Negative Declaration (IS-ND) pursuant to Resolution No. 2022-74; and the District filed a Notice of Determination with the San Mateo County Clerk on December 20, 2022; and

Whereas, pursuant to Resolution No. 2024-60, the Board adopted the First Addendum to the Zero Emissions Bus IS-ND to expand the ZEB Project footprint at North Base on December 4, 2024 and filed a related Notice of Determination with the San Mateo County Clerk on December 9, 2024; and

Whereas, the IS-ND and First Addendum did not analyze the construction and use of a permanent hydrogen fueling station; and

Whereas, the District has prepared a Second Addendum to the ND in conformance with CEQA Guidelines Section 15164 to determine whether and to what extent the ND remains sufficient to address the potential impacts of the ZEB Project with the addition of constructing and utilizing permanent hydrogen fueling infrastructure at North Base; and

Whereas, the Second Addendum demonstrated that: (a) there are no substantial changes proposed to the ZEB Project or the circumstances in which the Project will be undertaken that require major revisions of the ND due to new or substantially increased significant environmental effects; (b) the proposed revisions do not require preparation of a new subsequent or supplemental ND; (c) the ZEB Project remains consistent with the ND and would involve only minor changes; and (d) there has been no discovery of new information of substantial importance that would trigger or require major revisions of the ND due to significant environmental effects; and

Whereas, the Second Addendum to the ND is not required to be circulated for public review.

Now, Therefore, Be It Resolved that the Board of Directors of the San Mateo County Transit District hereby adopts the 2026 Second Addendum to the Zero Emissions Bus Project Final Initial Study-Negative Declaration.

Be it Further Resolved that the Board hereby approves modification of the ZEB Project to construct and use permanent hydrogen fueling infrastructure at the SamTrans North Base instead of a portable/mobile hydrogen fueling station.

Be it Further Resolved that the District Secretary is directed to file a CEQA Notice of Determination promptly with the County Clerk of San Mateo; and

Be it Further Resolved that the record of this action shall be maintained by the District Secretary at the District's office at 166 North Rollins Road in Millbrae, California.

Regularly passed and adopted this 7th day of October, 2026 by the following vote:

Ayes:

Noes:

Absent:

_____
Chair, San Mateo County Transit District

Attest:

_____
District Secretary

27213077.1

SECOND ADDENDUM TO THE NEGATIVE DECLARATION

FOR THE

SAN MATEO COUNTY TRANSIT DISTRICT (SAMTRANS) ZERO EMISSIONS BUS IMPLEMENTATION PROJECT

San Mateo County Transit District

September 2026

27213162.1

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1.0 BACKGROUND AND PURPOSE

BACKGROUND

The San Mateo County Transit District (District) is the administrative body for the principal public transit and transportation programs in San Mateo County, comprising SamTrans bus service (SamTrans) and other services. This document is the District's California Environmental Quality Act (CEQA) addendum to the Zero Emissions Bus Implementation Project (ZEB Project) Initial Study/ Negative Declaration (IS-ND).

The District published the ZEB Project Draft IS-ND on September 6, 2022. During the 21-day public review period, the District received no comments on the Draft IS-ND. The District prepared the Final IS-ND. In December 2022, the District Board of Directors (Board) adopted the Negative Declaration, and the District filed a Notice of Determination with the San Mateo County Clerk.

In 2024 and in accordance with CEQA, the District prepared an addendum to the IS-ND (First Addendum) as the CEQA lead agency to evaluate proposed changes to the ZEB Project (Public Resources Code §21067; CEQA Guidelines §15367). The First Addendum addressed the District's acquisition of Assessor Parcels 015180200 and 015180110 in the City of South San Francisco to provide additional space for construction staging and laydown. The District Board adopted the First Addendum in December 2024.

In accordance with CEQA, the District has prepared this addendum to the ND (Second Addendum) as the CEQA lead agency to evaluate additional proposed changes to the ZEB Project.

The "Additional Project Modification" as described in this Second Addendum includes installation of a permanent hydrogen storage tanks and dispenser.

ADDENDUM PROCESS

When a proposed project is changed or there are changes in the environmental setting, the lead agency must determine whether or not an addendum or subsequent ND is prepared. CEQA Guidelines Sections 15162 and 15164 set forth criteria to assess which environmental document is appropriate. The criteria for determining whether an addendum or subsequent ND is prepared are outlined below. If the criteria below are true, then an addendum is the appropriate document:

- No new significant impacts will result from the project or from new mitigation measures.
- No substantial increase in the severity of any environmental impacts will occur.
- No new feasible alternatives or mitigation measures that will reduce impacts previously found not to be feasible have, in fact, been found to be feasible.

Based upon the information provided in Sections 2.0 and 3.0 of this document, implementation of the Additional Project Modification will not result in new significant impacts or substantially increase the severity of impacts previously identified in the 2022 IS-ND or First Addendum, and there are no previously infeasible alternatives that are now feasible. None of the other factors set forth in Section 15162(a)(3) are present. As such, an addendum is appropriate, and this Second Addendum was prepared to address the environmental effects of the Additional Project Modifications.

An addendum need not be circulated for public review, but it can be included in, or attached to, the IS-ND. The decision-making body (the District Board) shall consider the addendum with the IS-ND prior to making a decision on the ZEB Project. Once adopted, the Second Addendum, along with the original IS-ND and First Addendum, is placed in the administrative record, and a Notice of Determination will be filed with the County Clerk and State Clearinghouse.

2.0 CHANGE IN PROPOSED PROJECT

2022 Project and First Addendum Project

The ZEB Project entails re-purposing the existing bus maintenance-operations facilities at SamTrans's North Base (South San Francisco) and South Base (San Carlos) from diesel fuel to zero-emissions infrastructure, which are intended to support battery electric buses (BEB) and fuel cell electric buses (FCEB). Key physical elements include installation of new at-grade, below-grade, and above-grade charging infrastructure; as well as maintenance bay improvements to address new bus types and maintenance needs. Construction sequencing at each base will depend on the size of the parking areas that can be made available while maintaining continuity of bus operations at each base.

As analyzed in the 2022 IS-ND, the ZEB Project would be built almost entirely within the boundaries of North Base and South Base, except for connection to PG&E primary services via local roadways. No property acquisition or use of other parcels would be required.

As analyzed in the First Addendum, the District has determined that additional construction staging and laydown space is required near North Base to implement the ZEB Project. Therefore, the District will acquire Assessor Parcels 015180200 and 015180110, and implement a lot line adjustment, in the City of South San Francisco. During construction of the ZEB Project, the District will use a portion of Assessor Parcel 015180200 for construction staging and laydown. The area used for staging and laydown is located directly adjacent to the existing North Base bus yard, and it is located more than 100 feet from the San Francisco Bay shoreline.

Additional Project Modification

The proposed project analyzed in this Second Addendum is the same as the proposed project described in the ND and First Addendum, with the exception of the addition of permanent hydrogen refueling infrastructure.

In December 2023, the District Board authorized the purchase of an additional 108 FCEBs. The District subsequently determined that the portable/mobile hydrogen fueling system analyzed in the 2022 IS-ND does not provide sufficient capacity for the incoming FCEB fleet. Therefore, the District plans to add permanent hydrogen fueling infrastructure at North Base to support operation of the planned FCEB fleet, which would supplement and potentially replace the portable/mobile hydrogen fueling system analyzed in the 2022 IS-ND. The new permanent hydrogen fueling infrastructure will include cryogenic tanks, vaporizers, dispensers, and supporting electrical infrastructure. The permanent refueling station would be constructed along the eastern side of North Base. It would entail approximately 2,000 square feet of ground disturbance, and the majority of excavation would be between three and four feet deep. Canopy pile foundations would be up to 60 feet deep. See **Figure 1**.

No other substantial changes to the ZEB Project would occur.

3.0 UPDATED ENVIRONMENTAL IMPACT ANALYSES

AESTHETICS

The permanent hydrogen fueling infrastructure would be built entirely within the boundaries of North Base. Consistent with the canopies analyzed in the 2022 IS-ND, the permanent hydrogen fueling canopies will not block vistas of the San Francisco Bay from publicly accessible locations. Existing views of scenic trees, rock outcropping, historic buildings, or state scenic highways would be maintained. Light and glare conditions would be similar to those that already exist on the built-out North Base. Construction activities would be temporary and would not result in a substantial degradation of the project site, surrounding area, or significant aesthetic resources around the project site. Therefore, impacts to aesthetic resources would be less than significant, and the impact conclusions from the 2022 IS-ND and 2024 First Addendum remain unchanged.

AIR QUALITY

The installation of new permanent hydrogen fueling infrastructure would include similar construction activities analyzed in the 2022 IS-ND. Temporary construction emissions would be substantially similar to those already analyzed, and the proposed project would result in a long-term reduction in operational emissions. The proposed project would incorporate construction air quality Best Management Practices (BMPs), such that substantial concentrations of pollutants will not occur near these receptors. Sensitive receptors would not be exposed to substantial pollutant concentrations, and diesel odors would be dispersed by prevailing meteorological conditions. Therefore, air quality impacts would be less than significant, and the impact conclusions from the 2022 IS-ND and 2024 First Addendum remain unchanged.

BIOLOGICAL RESOURCES

The permanent hydrogen fueling infrastructure would be installed entirely within the confines of North Base, which is already built out with a surface parking lot and operations and maintenance facilities. No known sensitive biological resources are present in this area. There would be no impact to special-status species, riparian habitats or sensitive natural communities, federally protected wetlands, or migratory fish or wildlife species. The permanent fueling infrastructure will not conflict with local policies protecting biological resources or an adopted Habitat Conservation Plan. Impacts on biological resources would be less than significant, and the impact conclusions from the 2022 IS-ND and 2024 First Addendum remain unchanged.

CULTURAL RESOURCES

As indicated in the 2022 IS-ND, there are no known archaeological resources at North Base. The nearest previously identified archaeological site, the North Colma Creek Site (P-41-002164; CA-SMA-000380), is more than 1,000 feet to the west. The installation of permanent fueling infrastructure would not disturb any archaeological resources. There are no historic buildings or other historic structures on the parcel. Therefore, there would be no impact on historic and archaeological resources, and the impact conclusions from the 2022 IS-ND and 2024 Addendum remain unchanged.

GEOLOGY AND SOILS

Active fault lines are located more than 3 miles away from North Base,[1] and North Base is not located in an area susceptible to landslides.[2] Therefore, there would be no impact from these hazards.

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[1] USGS. The San Andreas Fault and Other Bay Area Faults. Available at https://earthquake.usgs.gov/earthquakes/events/1906calif/virtualtour/bayarea.php, accessed September 29, 2026.

As indicated in the 2022 IS-ND, geotechnical testing was undertaken to evaluate the subsurface conditions at North Base.[3] The exploration entailed three borings. The investigation found that subsurface geologic units are not subject to landslide, lateral spread, subsidence, or collapse. Based on the borings, the geotechnical exploration made earthwork recommendations to address expansive soils, as well as recommendations for on-site clearing, grading, and fill where necessary. The exploration also recommended installation of cast-in-drilled-hole piers to support charging canopies to address structural loads and seismic stability, consistent with the canopies that will be installed for the permanent fueling infrastructure.

The ZEB Project, including permanent fueling infrastructure, would be installed in accordance with the earthwork recommendations and foundation recommendations included in the geotechnical report and the 2025 California Building Code. Conformance to the current building code and geotechnical recommendations does not constitute a guarantee that significant structural damage would not occur in the event of a maximum magnitude earthquake; however, it is reasonable to expect that a well-designed and well-constructed structure would not collapse or cause loss of life in a major earthquake and related ground shaking or seismic-induced ground failure (including liquefaction).

Construction of the permanent fueling infrastructure would comply with all applicable stormwater pollution prevention requirements. It will not include septic tanks or wastewater disposal systems. And the site does not include known paleontological resources or geologic features.

There would be no impacts related to Geology and Soils, and the impact conclusions from the 2022 IS-ND and 2024 First Addendum remain unchanged.

HAZARDS AND HAZARDOUS MATERIALS

An updated search of hazardous sites databases was undertaken for the project.[4, 5] At North Base, no federal National Priority List (Superfund) or Hazardous Waste sites were identified. North Base itself (site T0608100723) is the only known or potentially contaminated area of concern (AOC) identified nearby; the base was a leaking underground storage tank (LUST) cleanup site. The case was opened June 29, 1993, and closed on July 26, 2002. There are no other identified AOCs. Construction activities would be substantially similar to those described in the 2022 IS-ND.

As indicated in the 2022 IS-ND, SamTrans's operation of FCEBs would require that hydrogen is delivered to both North Base and South Base on a regular basis. The hydrogen would be stored in on-site tanks. Hydrogen would be transported and stored in accordance with proper and established safety protocols.

Regarding location within an airport land use plan, North Base is located within the San Francisco International Airport Land Use Compatibility Plan (ALUCP) Zone 3 – Inner Turning Zone. In Zone 3, schools, hospitals/nursing homes, day care centers, stadiums, biosafety facilities, and critical public utilities are considered incompatible uses.[6] The District's safety plan will address the operation, diagnosis, troubleshooting, repair, and preventative maintenance

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[2] Metropolitan Transportation Commission and Association of Bay Area Governments (MTA/ABAG). MTA/ABAG Hazard Viewer (Map). Available ahttps://mtc.maps.arcgis.com/apps/webappviewer/index.html?id=4a6f3f1259df42eab29b35dfcd086fc8t, accessed September 29, 2026.

[3] ENGEO. 2022. SamTrans Preliminary Design of Electrical Infrastructure Upgrades for Bus Maintenance Facilities: Geotechnical Exploration. January 12.

[4] State Water Resources Control Board, 2026. GeoTracker. Available online: https://geotracker.waterboards.ca.gov/map/?CMD=runreport&myaddress=sfo. Accessed August 13, 2026.

[5] Department of Toxic Substances Control. 2026. EnviroStor. Available online: https://www.envirostor.dtsc.ca.gov/public/map/?myaddress=sfo. Accessed August 13, 2026.

[6] Critical public utilities are facilities that, if disabled by an aircraft accident, could lead to public safety or health emergencies. They are electrical power generation plants, electrical substations, wastewater treatment plants, and public water treatment facilities.

of the permanent fueling infrastructure. Hydrogen would be transported, handled, and stored in accordance with proper and established safety protocols.

The permanent fueling infrastructure would not result in any activity that would impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan, and the site is not located in or near wildfire hazard severity zones.

There would be no impact related to hazards and hazardous materials, and the impact conclusions from the 2022 IS-ND and 2024 First Addendum remain unchanged.

HYDROLOGY AND WATER QUALITY

As indicated in the 2022 IS-ND, in accordance with National Pollutant Discharge Elimination System (NPDES) General Permit requirements, a Stormwater Pollution Prevention Plan (SWPPP) will be prepared and implemented for project construction. The SWPPP will identify BMPs to address pollutant source reduction and provide measures and controls necessary to address potential pollutant sources. North Base is not located in the 100-year floodplain. Construction activities would be substantially similar to those described in the 2022 IS-ND, and there would be no changes in ZEB Project operations that would increase risk to flood. The permanent fueling infrastructure would not increase water demand, interfere with groundwater recharge, or substantially alter site drainage. As a result, impacts to hydrology and water quality would be less than significant, and the impact conclusions from the 2022 IS-ND and 2024 First Addendum remain unchanged.

NOISE

These temporary noise and vibration increases would be substantially similar to those already analyzed in the 2022 IS-ND for construction activity within the existing boundaries of North Base. There would be no operational noise impacts. The impact conclusions from the 2022 IS-ND and 2024 First Addendum remain unchanged.

RECREATION

The permanent fueling infrastructure would be installed entirely within the built-out confines of North Base. There is no residential or commercial development planned that would increase park demand, and no new recreational facilities would be built. As a result, impacts to recreation would be less than significant, and the impact conclusions from the 2022 IS-ND and 2024 First Addendum remain unchanged.

TRANSPORTATION

Installation and use of the permanent fueling infrastructure would not conflict with transportation plans or programs, increase operational Vehicle Miles Travelled (VMT), induce hazards due to design features, or otherwise result in emergency access. Construction and operational activities would be substantially similar to those described in the 2022 IS-ND. Therefore, impacts to transportation and traffic would be less than significant, and the impact conclusions from the 2022 IS-ND and 2024 First Addendum remain unchanged.

OTHER ENVIRONMENTAL TOPICS

North Base does not contain agricultural, forestry, or mineral uses, and it is not zoned for such use. It contains no existing housing units and no known tribal cultural resources. Existing land use plans and zoning allow for installation and use of permanent refueling infrastructure. Construction and operational activities for the permanent fueling infrastructure would be substantially similar to those described in the 2022 IS-ND. Therefore, installation and use of the permanent fueling infrastructure would not result in significant impacts to agricultural and forestry resources, energy, greenhouse gases, land use and planning, mineral resources, population and housing, public services, utilities and service systems, or wildfire. The impact conclusions from the 2022 IS-ND and 2024 First Addendum remain unchanged.

MANDATORY FINDINGS OF SIGNIFICANCE

With incorporation of identified BMPs as identified in the 2022 IS-ND, 2024 First Addendum, and this Second Addendum, the proposed project is not anticipated to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory. The proposed project does not have impacts that are individually limited but cumulatively considerable, and the proposed project does not have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly. As a result, the impact determinations the 2022 IS-ND and 2024 First Addendum remain unchanged.

_____ _____

Signature Date

Bo Baney,

Environmental and Sustainability Planning Manager

Figure 1


North Base
North Base Perimeter
Area for Potential Construction Staging
Assessors Parcels to Be Acquired
Lot Line Adjustment
Mobile Refueling Station
Permanent Refueling Station
Station Power Underground Conduits
August 2026
Coordinate System:
State Plane California III, Feet
Datum: NAD1983
Sources: SamTrans, City of South San Francisco, ESRI
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri
Zero Emission Bus Implementation Plan
Project Location
N
0 100 200
Feet

San Mateo County Transit District
Staff Report

To: Board of Directors

Through: April Chan, General Manager/CEO

From: Chris Andrichak, Chief Financial Officer

Subject: **Authorizing the Application for and Receipt of Annual Low Carbon Transit Operations Program Funds for the Procurement of Zero Emission Buses and the Redwood City/El Camino Real Bus Boarding Islands and Stop Balancing Project**

Action

Staff recommends that the Board of Directors (Board) of the San Mateo County Transit District (District or SamTrans) authorize the General Manager/CEO, or designee, to:

1. Apply for and receive a combined total of $2,775,212 in Fiscal Year 2026 (FY26) Cycle A and Cycle B California Low Carbon Transit Operations Program (LCTOP) funds from the California Department of Transportation (Caltrans) to help fund the procurement of zero emission buses (ZEBs); and

2. Apply for and receive a combined total of $4,149,822 in FY26 LCTOP Cycle A and Cycle B funds for capital expenses related to the Redwood City/El Camino Real Bus Boarding Islands and Stop Balancing Project (Project); and

3. Take such actions as may be necessary to give effect to this resolution, including filing and executing required annual cap-and-trade funding applications, certifications and assurances, authorized agent forms, related amendments, and any other documentation required for SamTrans to apply for and receive LCTOP funds.

Staff also recommend that the Board agree that the District will comply with all conditions and requirements set forth in the annual certifications and assurances, authorized agent forms and any applicable statutes, regulations and guidelines for all LCTOP-funded transit projects

Significance

LCTOP provides capital funding as well as operational assistance for expanding transit services to reduce greenhouse gas emissions and improve mobility. Through the established LCTOP formula, the District will receive $1,691,487 in Cycle A and $1,083,725 in Cycle B FY26 for a total of $2,775,212 to fund the procurement of ZEBs. In addition, the District was awarded a grant through the Transit Performance Initiative (TPI) Investment Program for the Project. The TPI award is administered through the LCTOP process, and the District will apply for the awarded TPI funds in the amounts of $296,388 in Cycle A and $3,853,434 in Cycle B FY26 LCTOP for a total of $4,149,822.

Budget Impact
Receipt of a total of $6,925,034 in FY26 LCTOP funding will be included in a future amendment of the FY27 Capital Budget for the procurement of ZEBs and the Project.

Background
The LCTOP is one of several California Climate Investment programs funded through the State's Cap-and-Invest program. LCTOP provides operating and capital assistance to transit agencies for projects that reduce greenhouse gas emissions and improve mobility, including new and expanded transit service, transit facilities, equipment, and other eligible improvements. LCTOP is administered by Caltrans in coordination with the California Air Resources Board (CARB) and the State Controller's Office.

LCTOP funds are distributed through both revenue-based and population-based allocations. Revenue-based funds are allocated directly to eligible transit operators, while population-based funds are allocated to Metropolitan Planning Organizations, including the Metropolitan Transportation Commission (MTC), for eligible transit projects and programs. All project sponsors seeking LCTOP funding must submit an allocation request to Caltrans, and Caltrans requires an agency-approved resolution authorizing designated officers to execute and process the LCTOP application and identifying the project(s) for which funding will be requested.

For FY26, Caltrans administered LCTOP funding through two allocation cycles, Cycle A and Cycle B, as a one-time transition associated with changes to the State's Cap-and-Trade program, now known as Cap-and-Invest. Historically, LCTOP funding was based on calendar-year auction revenues; beginning with FY27, the program will transition to using revenues from the State fiscal year. To facilitate this transition, FY26 includes two funding cycles: Cycle A uses 2025 calendar-year auction revenues, while Cycle B uses revenues from the February 2026 and May 2026 auctions. The two cycles therefore represent separate portions of the FY26 LCTOP funding allocation, rather than two separate formula grant programs. Beginning in FY27, LCTOP is expected to return to a single annual funding cycle based on fiscal-year auction revenues.

A portion of MTC's population-based LCTOP funding was competitively awarded through MTC's TPI Investment Program, which supports relatively low-cost or quick-to-implement capital improvements that improve transit operations on high-frequency bus corridors or connections between high-frequency or high-ridership transit services. TPI award recipients are required to submit an LCTOP allocation request to Caltrans, with MTC serving as the contributing sponsor.

Prepared By:	Heather Salem	Director, Grants, Billing, and Project Controls	650-730-8099

Resolution No. 2026-

Board of Directors, San Mateo County Transit District
State of California

*** * ***

Authorizing the Application for and Receipt of Annual Low Carbon Transit Operations Program Funds for the Procurement of Zero Emission Buses and the Redwood City/El Camino Real Bus Boarding Islands and Stop Balancing Project

Whereas, the San Mateo County Transit District (District) is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

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

Whereas, Senate Bill 862 (2014) named the California Department of Transportation as the administrative agency for the LCTOP; and

Whereas, the California Department of Transportation has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors, including the District; and

Whereas, the District wishes to use Fiscal Year 2026 (FY26) LCTOP funds allocated directly to the District for the purchase of zero-emission buses (ZEBs); and

Whereas, the District wishes to use FY26 LCTOP funds awarded through the Metropolitan Transportation Commission (MTC) Transit Performance Initiative (TPI) for the Redwood City/El Camino Real Bus Boarding Islands and Stop Balancing Project (Project); and

Whereas, staff recommends that the Board of Directors authorize the General Manager/CEO, or designee, to:

1. Apply for and receive $1,691,487 in Cycle A FY26 LCTOP funds and $1,083,725 in Cycle B FY26 LCTOP funds for a total of $2,775,212 for capital expenses related to the procurement of ZEBs; and
2. Apply for and receive $296,388 in Cycle A FY26 LCTOP funds and $3,853,434 in Cycle B FY26 LCTOP funds for a total of $4,149,822 for capital expenses related to the Project; and
3. File and execute annual cap-and-trade funding applications, certifications and assurances, authorized agent forms, agreements, related amendments, and other documents, and take any other actions that may be required, for the District to apply for and receive LCTOP funding.

Now, Therefore, Be It Resolved by the Board of Directors of the San Mateo County Transit District, hereby:

1. Authorizes the General Manager/CEO, or designee, to apply for and receive from the California Department of Transportation $1,691,487 in Cycle A FY26 Low Carbon Transit Operations Program funds and $1,083,725 in Cycle B FY26 LCTOP funds for a total of $2,775,212 for the procurement of ZEBs; and
2. Authorizes the General Manager/CEO, or designee, to apply for and receive from the California Department of Transportation $296,388 in Cycle A FY26 LCTOP funds and $3,853,434 in Cycle B FY26 LCTOP funds for a total of $4,149,822 for capital expenses related to the Redwood City/El Camino Real Bus Boarding Islands and Stop Balancing Project; and

3. Authorizes the General Manager/CEO, or designee, to take such actions as may be necessary to give effect to this resolution, including filing and executing annual cap-and-trade funding applications, certifications and assurances, authorized agent forms, agreements, related amendments, and other document that may be required, for the District to apply for and receive LCTOP funds; and

Be It Further Resolved that the District agrees to comply with all conditions and requirements set forth in the annual certifications and assurances, authorized agent forms and any applicable statutes, regulations and guidelines for all LCTOP-funded transit projects.

Regularly passed and adopted this 7th day of October, 2026 by the following vote:

Ayes:

Noes:

Absent:

_____
Chair, San Mateo County Transit District

Attest:

_____
District Secretary

27165904.2

San Mateo County Transit District
Staff Report

To: Board of Directors

Through: April Chan, General Manager/CEO

From: David Santoro, Chief Administrative Officer

Nathaniel Kramer, Chief People Officer

Subject: **Authorizing an Amendment to the Contract with Shaw HR Consulting, Inc. for Americans with Disabilities Act (ADA) Interactive Consulting Services to Extend the Term by Five Years and Increase the Amount by $250,000**

Action

Staff recommends that the Board of Directors (Board) of the San Mateo County Transit District (District):

1. Authorize an amendment to Contract No. 24-S-P-108 (Contract) with Shaw HR Consulting, Inc. of Newbury Park, California (Shaw), for Americans with Disabilities Act (ADA) Interactive Consulting Services (Services) to extend the term for five years and increase the amount by $250,000, which will increase the current not-to-exceed amount from $250,000 to $500,000.

2. Authorize the General Manager/CEO or designee to execute the second amendment in full conformity with the terms and conditions of the Contract with Shaw, and in a form approved by legal counsel.

Significance

Title I of the Americans with Disabilities Act (ADA), together with applicable California law, requires employers to engage in a timely, good-faith interactive process to identify and provide reasonable accommodations for qualified employees with disabilities. The District currently lacks sufficient specialized in-house resources to conduct these processes. Accordingly, the District engaged Shaw to provide the Services on an interim basis while the District develops the necessary internal staffing, policies, and procedures to resume responsibility for ADA interactive processes in-house.

The proposed action will maintain stable, continuous, and consistent access to Shaw's services for the District and its employees while the District completes these readiness activities. The proposed contract extension and corresponding increase to the contract not-to-exceed amount will continue the Services through September 2032. The amendment will also update the contract's indemnification and data security/privacy provisions.

The extension through September 2032 will provide adequate time for the District to recruit and onboard appropriate staff, implement and operationalize related policies and procedures, train personnel, and ensure an orderly transition of these functions back to the District without disruption to employees requiring accommodation support.

Budget Impact

Funding for this contract is included in the adopted Fiscal Year 2027 Operating Budget and will be included in the future operating budgets. The contract will be funded by a variety of funding sources which may include state, regional, and local revenues from approved and future operating budgets.

Background

Historically, the District conducted its ADA disability interactive processes in-house. Several years ago, however, personnel changes and increased workload led staff to determine that the District needed to supplement its internal capacity and re-evaluate its disability interactive process program.

Following a competitive solicitation, the District entered into a contract with Shaw effective October 1, 2024, for a two-year base term and a one-year option term, with a not-to-exceed amount of $150,000. Effective December 1, 2025, the District executed the first amendment to increase the contract amount by $100,000, from $150,000 to $250,000.

Shaw was engaged to assist the District in resolving an initial backlog of cases, supporting District staff with then-pending and newly received cases, and developing updated policies and procedures necessary to transition responsibility for the disability interactive process back to the District. Resolution of the case backlog has required more time than initially anticipated, and Human Resources staff continue to work with Shaw to finalize and implement the updated policies and procedures.

Because of the sensitive and time-critical nature of the Services, staff determined that extending the existing contract is in the District's best interest. Conducting a new competitive solicitation at this time could disrupt the Services, delay the resolution of pending interactive processes, and further delay the District's ability to resume full in-house responsibility for the program.

Prepared By:	Danielle Sanderson	Contract Administrator	650-551-6130
	Angelina Taylor	Human Resources Manager	650-508-6424

Resolution No. 2026-

Board of Directors, San Mateo County Transit District
State of California

*** * ***

Authorizing an Amendment to the Contract with Shaw HR Consulting, Inc. for Americans with Disabilities Act (ADA) Interactive Consulting Services to Extend the Term by Five Years and Increase the Amount by $250,000

Whereas, Title I of the Americans with Disabilities Act (ADA), together with applicable California law, requires employers to engage in a timely, good-faith interactive process to identify and provide reasonable accommodations for qualified employees with disabilities; and

Whereas, on October 1, 2024, following a competitive solicitation and within the General Manager/CEO's contract authority, the San Mateo County Transit District (District) entered into Contract No. 24-S-P-108 (Contract) with Shaw HR Consulting, Inc. of Newbury Park, California (Shaw), to provide ADA interactive process consulting services (ADA Services) for a two-year base term, with a one-year option term, for a not-to-exceed amount of $150,000; and

Whereas, on December 1, 2025, the District and Shaw amended the Contract to increase the amount by $100,000, for a new not-to-exceed amount of $250,000; and

Whereas, staff recommends that the Board of Directors (Board) authorize a second amendment to the Contract with Shaw to provide the ADA Services to extend the term for five years and increase the amount by $250,000, which will increase the current not-to-exceed amount from $250,000 to $500,000.

Now, Therefore, Be It Resolved that the Board of Directors of the San Mateo County Transit District hereby authorizes an amendment to Contract No. 24-S-P-108 with Shaw HR Consulting, Inc. for Americans with Disabilities Act Interactive Consulting Services to extend the

term for five years and increase the amount by $250,000, which will increase the current not-to-exceed amount from $250,000 to $500,000; and

Be It Further Resolved that the Board authorizes the General Manager/CEO or designee to execute the second amendment in full conformity with the terms and conditions of the Contract with Shaw, and in a form approved by legal counsel.

Regularly passed and adopted this 7th day of October, 2026, by the following vote:

Ayes:

Noes:

Absent:

_____
Chair, San Mateo County Transit District

Attest:

_____
District Secretary

Proclamation

Honoring Filipino American History Month

Whereas, the San Mateo County Transit District (District) pays tribute to the many contributions of Filipino Americans who make up one of the largest Asian American ethnic groups in the United States today; and

Whereas, the month of October is an appropriate time to reflect on Philippine history and culture to provide all Americans with the opportunity to hear about and appreciate the many contributions of Filipino Americans; and

Whereas, in September 2026, District welcomed the newly formed Pasifika Pinoy (PAPI) Employee Resource Group (ERG). The ERG serves as a space to bring awareness to the next generation of Pasifika Pinoy employees working for the District that will empower its members to grow in their careers through professional development, networking and training; and

Whereas, a 2024 rider survey showed that Filipinos help make up 17 percent of SamTrans' ridership; and

Whereas, SamTrans prides itself as a system that is open and welcoming to everyone, and considers access to transportation a fundamental civil right as it allows individuals to move freely; and

Now, Therefore, Be It Resolved that the San Mateo County Transit District Board of Directors does hereby recognize October as Filipino American History Month and celebrate the countless contributions that Filipino Americans have made in the United States.

Regularly passed and adopted this 7th day of October 2026.

samTrans

_____

Chair, San Mateo County Transit District

Proclamation

Declaring October as Cybersecurity Awareness Month

Whereas, Cybersecurity Awareness Month was launched by the National Cyber Security Alliance and the United States Department of Homeland Security in October 2004, and is now recognized by thousands of organizations including the federal government, the Multi-State Information Sharing and Analysis Center, the National Association of State Chief Information Officers, and numerous local governments nationwide; and

Whereas, individuals, businesses, nonprofits, government organizations, and academic institutions have become increasingly reliant on information systems and technology to conduct business, engage in commerce, access information, communicate, and provide essential services; and

Whereas, more than ever before, technology plays a part in almost all of the San Mateo County Transit District's (District) operations and connected devices are an integral part of how employees provide and customers access the District's essential services; and

Whereas, cyber threats continue to increase and the impact of cyberattacks has been debilitating to individuals and organizations, including numerous local government agencies; and

Whereas, cybersecurity education, which is crucial to protect employees, customers and the District, helps ensure employees are aware of cyber threats and best practices for preventing and responding to data security incidents; and

Whereas, the District is committed to implementing the best practices and technologies to defend against cyber-crime, and the observation of Cybersecurity Awareness Month will kick-off the District's annual efforts to further educate and prepare employees regarding cyber threats; and

Whereas, to further support this effort, staff recommends that the Board of Directors recognize October 2026 as "Cybersecurity Awareness Month" and officially support National Cybersecurity Awareness Month.

Now, Therefore, Be It Resolved that the Board of Directors of the San Mateo County Transit District, recognizes and supports October 2026 as "Cybersecurity Awareness Month"; and

Be It Further Resolved that the Board calls upon all employees and customers of the District to become educated about cybersecurity and put that knowledge into practice to keep our connected community safe from cyber threats.

Regularly passed and adopted this 7th day of October, 2026.

samTrans

_____

Chair, San Mateo County Transit District

BOARD OF DIRECTORS 2026

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APRIL CHAN
GENERAL MANAGER/CEO

Memorandum

Date: September 30, 2026

To: SamTrans Board of Directors

From: April Chan, General Manager/CEO

Subject: Report of the General Manager/CEO

SamTrans fixed-route bus trips in July 2026 were 99.9 percent of the bus trips in July 2018.

Ridership	July 2018	July 2026	Recovery Rate
SamTrans	809,460	808,341	99.9%
AC Transit	4,102,574	2,993,631	73.0%
SFMTA	18,259,652	14,669,160	80.3%
VTA	2,152,886	2,020,196	93.8%
Dallas	2,358,732	2,236,475	94.8%
Seattle - King	10,248,130	7,748,645	75.6%
Chicago	19,752,072	17,391,372	88.0%
Atlanta	4,004,718	2,844,209	71.0%
New York MTA	58,281,551	58,353,390	100.1%
National Bus	364,024,840	311,888,299	85.7%
Caltrain	1,636,735	1,432,078	87.5%
BART Extension	1,205,207	682,000	56.6%
BART System	10,997,348	5,878,669	53.5%
National Rail	393,531,131	338,629,052	86.0%
Total NTD Trips	798,985,405	685,875,181	85.8%

Mutual Aid Service

Bay Area Rapid Transit District (BART) requested mutual aid on September 8, 2026, for service between Daly City BART and Millbrae BART due to a structure fire. BART returned to normal service about 12:00 am. San Mateo County Transit District (SamTrans or District) provided mutual aid service for approximately four hours.

BART again requested mutual aid on September 10, 2026, from early morning on for service between Colma BART and Millbrae BART due to electrical issues. SamTrans dispatched buses to provide service in both directions. BART returned to normal service about 9:20 am. SamTrans provided mutual aid service for approximately two hours.

Bus Operator Staffing

	Approved FTEs	Trainees	No. Bus Operators*
Bus Operators	350	8	350

**Includes employees on long-term leave, does not include Trainees.*

Miles Between Preventable Accidents

For the month of August 2026, there were nine preventable accidents (five from direct operated services and four from contracted services). The District did not meet its goal of 100,000 miles; however, it did achieve 97,739 miles between preventable accidents, a noticeable improvement from the prior year.

The table below provides the miles between accidents by mode and location for the month of August 2026. While accidents are defined as any event that involves any of the following: fatality, serious injury, collision of a District vehicle, or major property damage. Preventable accidents are a subset of all reported accidents. A preventable accident is one in which the Bus Operator failed to do everything reasonable to prevent it. Most of the District's preventable accidents are negligible in severity.

	August 2026		
	Total Miles	Preventable Accidents	Miles Between Preventable Accidents
North Base	371,093	2	185,547
South Base	254,265	3	84,755
Trainee In-service	6,913	0	nm
CUB + Coastside Fixed	247,383	4	61,846
Fixed Route Total	879,654	9	97,739
ADA	205,351	4	51,338
Microtransit	19,885	1	19,885

Severity Classifications

The table below provides the severity classifications for Preventable Accidents for the month of August 2026.

Severity Classification Definitions:

- **Negligible** – No Injury / No Property Damage
- **Marginal** – Minor Injury or Complaint of Pain / Minor Property Damage
- **Critical** – Serious Injury with Transport / Moderate Property Damage
- **Catastrophic** – Fatal or Life-Threatening Injuries / Severe Property Damage

August 2026	Preventable Accidents - Severity			
	Negligible	Marginal	Critical	Catastrophic
North Base	2	3	-	-
South Base	-	-	-	-
Trainee In-service	-	-	-	-
CUB + Coastside Fixed	1	3	-	-
Fixed Route Total	3	6	-	-
ADA	3	1	-	-
Microtransit	-	-	-	-

Safety Updates

Public Transportation Agency Safety Plan (PTASP): The SamTrans 2026 PTASP revision is complete. The revision was developed collaboratively with equal representation from Amalgamated Transit Union (ATU), Teamsters, and District management. Safety will continue to closely monitor implementation and conduct audits throughout the year to ensure ongoing compliance with the Plan.

Outreach: Staff continued focus on student and youth passenger safety through outreach with the San Mateo County Office of Education (SMCOE). This includes working directly with faculty and staff who support students and school transportation. On September 17, District staff presented to SMCOE and continued coordination with local schools on student safety.

Emergency Management: The District will participate in the Great ShakeOut this year in partnership with San Mateo County Emergency Management. The County will activate its Emergency Operations Center (EOC), and the District Safety team will provide a representative to support the County's response. The District will also conduct earthquake preparedness activities at all District locations on October 15 at 10:15 a.m.

Next Generation Clipper Status: Metropolitan Transportation Commission (MTC) and Cubic continue to work on stabilizing the Next Generation Clipper system and supporting the transition from the legacy platform. Cubic has gradually migrated eligible discounted-fare accounts and users from specific BayPass groups to the new system; however, the larger-scale migration remains paused while system issues continue to be addressed. No date has been established for resuming the bulk migration. As of September 12, approximately 3.25 million of about 15 million customer accounts had been migrated, and the Next Generation system was processing approximately 65 percent of Clipper trips systemwide.

Current work is focused on system reliability, financial processing, customer account issues, and other operational concerns identified during the transition. While recent software releases have addressed several specific defects, intermittent service disruptions and system performance issues continue to require follow-up and corrective action.

Financial settlement and reconciliation also remain a key area of focus. Transit operators are continuing to work with MTC and Cubic to investigate differences between Clipper settlement reports and fare revenue deposits, validate financial results, support audit requirements, and strengthen reconciliation processes. SamTrans Finance, Operations, and Planning staff continue to coordinate with MTC and Cubic as outstanding issues are resolved and the system moves toward the level of operational and financial stability needed to support broader customer account migration.

Employee of the Month (EOM) Recognitions, August 2026

Bus Operator EOM for North Base is **Marwyn Bunyi**. This is Marwyn's first EOM Award during his two years of service with the District.

Bus Operator EOM for South Base is **Leo Sabet**. This is Leo's second EOM Award during his nearly nine years of service with the District.

Bus Maintenance EOM for North Base is Mechanic A **Vikash Sen.** This is Vikash's second EOM Award in his seven and one-half years of service with the District.

Bus Maintenance EOM for South Base is Mechanic **B Julian Deala**. This is Julian's second EOM Award during his six years of service with the District.

Communications and Marketing Update - August 2026

SamTrans Monthly Press Releases and Earned Media

Press Releases/Blogs/Podcasts:

- SamTrans celebrates Silicon Valley Pride
- A better ride to school: How SamTrans is stepping up safety

- 50 years of SamTrans: Supporting the community when it matters most

Article Mentions:

- SamTrans supporting BART during power outage
    - KCBS, BART, NewsBreak, KPIX
- Clipper issues
    - KQED
- Silicon Valley Pride
    - News for Chinese
- Connect Bay Area
    - Marin IJ, Mercury News
- Burlingame City Hall moving
    - Hoodline
- Back to School
    - San Mateo Daily Journal
- New Peninsula Trail
    - KQED, Europe Says
- Expanded Ride Plus
    - NewsBreak
- SamTrans and Caltrain see more arrests due to Prop 36
    - San Mateo Daily Journal

Social Media Activities

Digital Marketing Report

- SamTrans continued to heavily push the 50th Anniversary Campaign with throwback posts and the continuation of the SamTrans 50th Spotlight of the Transit Training Department with individual trainer highlights and videos
    - Stakeholder videos of board members, County leaders, and stakeholders continued to be pushed
- SamTrans had a service change on August 2 to match bell times and improve on-time performance
    - A graphic was created to summarize all the changes to our audience
- SamTrans GM April Chan attended the Move Bay Area WEST: Connecting the Bay Summit in San Francisco on August 28th, speaking on a panel to discuss collaborations and developing solutions to our regional transportation challenges alongside other transit leaders and Representative Nancy Pelosi
- SamTrans attended Silicon Valley Pride for the first time on August 30 alongside both Peninsula Corridor Joint Powers Board (Caltrain) and Santa Clara Valley Transportation Authority (VTA) with live content and a wrap-up post being pushed.
- SamTrans continued weekly recruitment messaging for the RIDE Research Panel, inviting riders to join a group that will participate in quarterly studies (5–15 minutes) to help shape improvements to the SamTrans experience.

Organic Digital Marketing Highlights

- SamTrans Compliance Quest Launch
- SamTrans Store Promotion
- Gear Up Mechanic Utility Worker Recruitment Campaign
- Ride Plus Microtransit Campaign
- Coastside Service Promotion

Social Metrics: (Year to Year)

An impression is anytime our content (post, webpage, Instagram (IG) photo) is seen in a user's feed or browser. Engagement is any action taken, such as a click, like, retweet or comment.

AUGUST 2026	AUGUST 2025
Impressions: 338,300	Impressions: 2,100,529
Engagements: 11,349	Engagements: 8,667
Post Link Clicks: 2,638	Post Link Clicks: 2,059

*An API issue in Sprout caused numbers to trend downward, as a direct result some numbers are not being accounted for.

**Please note this does not include any web metrics*

Marketing Activity Highlights

August concentrated on strategy development for September-year end campaigns.

SAMTRANS 50TH COMMUNITY CELEBRATION



October 7, 2026

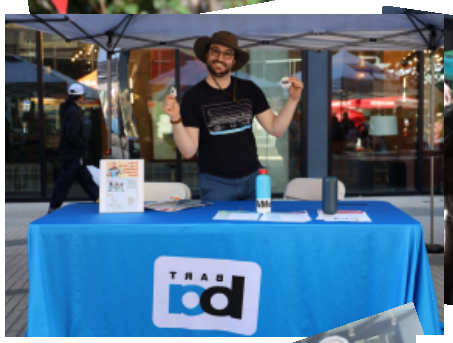
SamTrans Headquarters | Millbrae

50TH COMMUNITY CELEBRATION HIGHLIGHTS






















50TH COMMUNITY CELEBRATION HIGHLIGHTS



50TH COMMUNITY CELEBRATION HIGHLIGHTS

LIVE ENTERTAINMENT

Live band and DJ created an energetic atmosphere throughout the afternoon.

COMMUNITY ENGAGEMENT

Community organizations, partners and vendors connected directly with attendees.

SAMTRANS HISTORY

A historical mini exhibit highlighted five decades of SamTrans milestones and memorabilia.

VEHICLE DISPLAY

SamTrans vehicles showcased service, accessibility, emergency response and agency history.

PUBLIC TOURS

Four scheduled tours gave guests an inside look at the new SamTrans headquarters.

FAMILY ACTIVITIES

The Kids Zone, food vendors, giveaways and other activities offered something for all ages.

50TH COMMUNITY CELEBRATION DATA

On Saturday, Sept. 26, 2026, SamTrans welcomed employees, riders, families, partners and community members to its new Millbrae headquarters to celebrate 50 years of service and connection.

SPONSORSHIP SUPPORT:

SamTrans raised $97,500 in sponsorships, reaching 97.5% of the $100,000 sponsorship goal for the 50th Anniversary Community Celebration.

KEY HIGHLIGHTS:

- Approximate attendance: 800
- VIP guests: 100
- SamTrans staff / Ambassadors: 95
- Sponsors and community partners: 19 Sponsors
- Community / vendor booths: 10 Community Booths
- Positive feedback from attendees and staff highlighted the event experience and smooth execution.
- Communications metrics:
  - Social media posts: 545
  - Impressions: 44,859
  - Engagement: 428,386
  - Event webpage traffic:
    - 50th Webpage Views: 69,200
    - 50th Webpage Active Users: 20,100
    - 50th Webpage Engaged Sessions: 8,200

Thank You



San Mateo County Transit District
Staff Report

To: Board of Directors

Through: April Chan, General Manager/CEO

From: David Santoro, Chief Administrative Officer

David Olmeda, Chief Operating Officer, Bus

Subject: **Authorizing Rejection of Bids for the North Base Water Line Replacement Project and Authorizing an Emergency Procurement to Repair the Existing Fire Water Line at North Base for a Total Cost of $750,000**

Action

Staff proposes that the Board of Directors (Board) of the San Mateo County Transit District (District):

1. Authorize rejection of all bids received by the District in response to the solicitation for the North Base Water Line Replacement Project (Project).

2. Authorize an emergency procurement to repair the existing fire water line at North Base up to a total cost of $750,000.

Significance

Rejection of all bids will allow staff to revise construction design of North Base water and fire lines to align with direction from South San Francisco Fire Department. Although the construction design complies with applicable California Fire Code requirements and reflected initial input from the City's Fire Department, subsequent feedback from the Fire Marshal identified additional design that would align with fire-safety industry practices and operational considerations. Considering the nature and timing of upcoming construction activities at North Base, the Fire Marshal requires the District to either complete the upgrade of the fire line or repair and restore the existing, leaking underground fire line prior to start of the upcoming construction activities.

While staff undertakes the redesign of the larger project to meet current fire-safety industry practices, due to the timing of upcoming construction activities, staff will also restore the existing fire line to comply with State and local fire codes to address fire protection for North Base. Staff requests authorization for an emergency procurement to repair the existing underground fire line and restore water supply to the fire protection system. The authorized amount is estimated to cover the replacement of up to three joints in the existing fire line.

Budget Impact

The Board approved the Replace North Base Underground Utilities Project in Fiscal Year 2026 with a budget of $342,000. The Board subsequently approved an additional $2,280,000, increasing the total Replace North Base Underground Utilities Project budget to $2,622,000, funded by the Capital Reserve set-aside identified in the 10-Year Capital Improvement Plan. Funds to support the emergency repair work on the existing utility lines are available under this approved capital budget.

Background

On May 27, 2026, the District issued Invitation for Bids (IFB) 26-S-C-152 for the Project. The IFB was posted on the District's e-procurement website and advertised in a newspaper of general circulation. Prior to releasing the IFB, staff conducted extensive outreach through direct emails to bidders identified through industry websites and trade journals, and the State of California's Small Business Enterprise (SBE) database. The District applied a five percent SBE preference to the solicitation. Fourteen potential bidders attended the mandatory pre-bid meeting and the mandatory site walk. The District held a public bid opening on July 29, 2026, and received eleven responsive bids, which range from $1.9 million to $4.6 million. Five of these bids were below the engineer's estimate of $2.3 million.

Recent communications with the South San Francisco Fire Department indicate that the proposed scope under the current solicitation does not align with fire-safety industry practices and operational considerations. The timeline to revise the project scope and reissue an expanded project for bid solicitation will require time. To immediately address the deficiencies in the existing fire line, assure adequate fire protection of North Base existing facilities, and to support upcoming construction activities, such as the permanent hydrogen fueling facilities, staff proposes to repair the existing underground fire line and restore water supply to the fire protection system under an emergency procurement.

Under the District's procurement rules, the District may reject bids submitted in response to a formal IFB if it is in the best interest of the District to do so. The District's Procurement Manual also authorizes emergency procurements when circumstances justify immediate action. For the reasons discussed above, staff has determined that it is in the District's best interest to reject all bids for this Project and undertake an emergency procurement to repair the existing fire water line and promptly restore adequate fire protection at North Base.

Prepared By:	Patrick Ng	Procurement Administrator II	650-622-8018
	Kyle Gostkowski	Project Manager	650-508-6463

Revised Agenda on 10/6/2026 at 5:00 pm for the following items:

- Item 12.d. – Community Advisory Committee Update Report from CAC Chair Added (Page 144)
- Item 12.g. – Revised staff report (Page 155)

BOARD OF DIRECTORS 2026

MARIE CHUANG, CHAIR
BROOKS ESSER, VICE CHAIR
DAVID J. CANEPA
MARINA FRASER
JEFF GEE
RICO E. MEDINA
JOSH POWELL
PETER RATTO
JACKIE SPEIER

APRIL CHAN
GENERAL MANAGER/CEO

REVISED AGENDA

San Mateo County Transit District

Community Relations Committee Meeting
Committee of the Whole
(Accessibility, Senior Services, and Community Issues)

October 7, 2026 – 2:15 pm

Public Hearing Room, 5th Floor
166 North Rollins Road, Millbrae, CA 94030

Committee Members: Peter Ratto (Chair), Jeff Gee, Rico E. Medina

12.a.	Call to Order	
12.b.	Approval of Minutes of the Community Relations Committee Meeting of September 2, 2026	Motion
12.c.	Accessible Services Update	Informational
12.d.	Community Advisory Committee Update	Informational
12.e.	Paratransit Advisory Council Update	Informational
12.f.	Monthly State of Service Report - August 2026	Informational
12.g.	Annual State of Service Report - Fiscal Year 2026	Informational
12.h.	Adjourn	

Note:

- This Committee meeting may be attended by Board Members who do not serve on this Committee. In the event that a quorum of the entire Board is present, this Committee shall act as a Committee of the Whole. In either case, any item acted upon by the Committee or the Committee of the Whole will require consideration and action by the full Board of Directors as a prerequisite to its legal enactment.
- All items appearing on the agenda are subject to action by the Committee. Staff recommendations are subject to change by the Committee.

San Mateo County Transit District
Community Relations Committee Meeting / Committee of the Whole
Regular Meeting

166 North Rollins Road, Millbrae, California 94030
1759 South Jameson Lane, Montecito, California 93108

DRAFT Minutes of September 2, 2026

Members Present (In Person): Rico E. Medina, Jeff Gee, Peter Ratto (Chair)

Members Absent: None

Other Board Members Present Constituting Committee of the Whole: David J. Canepa, Marie Chuang, Brooks Esser, Marina Fraser, Josh Powell

Other Board Members Present Constituting Committee of the Whole (Via Teleconference): Jackie Speier

Other Board Members Absent: None

Staff Present: J. Cassman, A. Chan, T. Dubost, L. Lumina-Hsu, A. Rivas, M. Tseng

8.a. Call to Order
Committee Chair Ratto called the meeting to order at 3:09 pm.

8.b. Approval of Minutes of the Community Relations Committee Meeting of August 5, 2026
Motion/Second: Chuang/Medina
Ayes: Canepa, Fraser, Gee, Medina, Powell, Ratto, Speier, Esser, Chuang
Noes: None
Abstain: None
Absent: None

8.c. Accessible Services Update

8.d. Community Advisory Committee Update

8.e. Paratransit Advisory Council Update

8.f. Monthly State of Service Report | July 2026

8.g. Adjournment
The meeting adjourned at 3:23 pm.

San Mateo County Transit District
Staff Report

To:	Community Relations Committee
Through:	April Chan, General Manager/CEO
From:	David Olmeda, Chief Operating Officer, Bus
	Tina Dubost, Manager, Accessible Transit Services
Subject:	**Accessible Services Update**

Action
This item is for information only. No action is required.

Significance
Several groups advise SamTrans on accessible service issues. The Paratransit Advisory Council (PAC) provides a forum for consumer input on paratransit issues. The Policy Advocacy and Legislative Committee (PAL-Committee) is the advocacy arm of the PAC.

The PAC and the PAL meet monthly (except for August).

The PAC minutes from the July meeting are attached. The PAC did not meet in August.

Budget Impact
There is no impact on the budget.

Background
No additional information.

Prepared By:	Lynn Spicer	Accessibility Coordinator	650-508-6475

San Mateo County Transit District
1250 San Carlos Avenue, San Carlos, CA
Paratransit Advisory Council (PAC)
Minutes of July 14, 2026

Members Present: R. Agarwal, S. Capeloto, T. Dubost, M. Epstein, S. Lang (Vice Chair), B. McMullan (Chair), C. Santoni, K. Uhl, L. Vaserman

Members Absent: D. Do

Guests Present: B. Garcia (MV Transportation), C. Lun (MV Transportation), M. Ranaldson (Nelson\Nygaard, on Zoom), L. Spicer (SamTrans), M. Thomasmeyer (Nelson\Nygaard, on Zoom)

1. **Call to Order and Roll Call**
   Ben McMullan called the meeting to order at 1:35 p.m.

   PAC members and guests introduced themselves.

2. **Consent Calendar**
   a. **Approval of the June 9, 2026, Meeting Minutes**
   Motion / Second: Dubost / McMullan
   Sandra Lang noted one edit to the meeting minutes.
   The revised meeting minutes were approved.

3. **Public Comment for Items Not on the Agenda**
   Tina Dubost explained a former PAC policy that required members to submit a consumer report at least 24 hours in advance of a PAC meeting before they could share their experience during the PAC meeting.

   Sandra Lang commented on how some of the chairs in the SamTrans office don't have arm rests, which are important for helping seniors with getting in and out the chair.

   Larisa Vaserman complimented MV Transportation and the drivers' on-time performance, stating that enforcing the 5-minute wait policy is helping.

   Raj Agarwal seconded Ms. Vaserman's comment and also asked for more proactive communications with the rider when there are delays, pointing to a recent experience he heard from another rider.
   - Tina Dubost requested that the rider file a complaint, highlighting the many ways the rider can do this.

4. **Presentation on the SamTrans ADA Transition Plan**
   Dr. Ike Nnaji provided a presentation on SamTrans' ADA Transition Plan.

Questions and Comments

Sandra Lang commented on the importance of working with local jurisdictions since SamTrans does not own or manage the right-of-way.

Kathy Uhl commented on how members of the disability community have varying experiences and that there are many people who have given up on sharing their experience. Ms. Uhl suggested hosting an open house outreach event to catch a broader range of older adults and people with disabilities.

Larisa Vaserman seconded Ms. Uhl's comments and suggested that SamTrans present to more groups like senior centers and recreation centers to reach the community.

Lynn Spicer stated that Dr. Nnaji's presentation to the PAC is the first presentation and assured PAC members that SamTrans will be doing more outreach to the community.

Tina Dubost stated that the ADA Transition Plan will be a living document and that there will be more opportunities to provide feedback.

Ben McMullan suggested that PAC member recruitment could happen alongside outreach for the ADA Transition Plan.

Raj Agarwal shared that steep slopes and driveways can be challenging.

5. Reauthorize Paratransit Advisory Council Remote Participation Under Senate Bill 707

Tina Dubost reminded PAC members of the Brown Act changes that allow remote meeting attendance for some committees. The PAC previously voted on this matter and is voting again to align the renewal cycle with the Citizens Advisory Committee.

Motion / Second: Dubost / Lang
The motion was passed by acclamation.

6. Elect PAC Chair and Vice Chair

Tina Dubost opened the floor for nominations for PAC Chair and Vice Chair.

There were questions if PAC chair positions are required to live in San Mateo County.

Ms. Dubost made the motion to re-elect Ben McMullan as Chair and Sandra Lang as Vice Chair.
Ayes: Agarwal, Capeloto, Dubost, Epstein, Lang, McMullan, Santoni, Uhl, Vaserman
Absent: Do
The motion was approved.

7. PAC Committee Reports

7.a. Policy/Advocacy/Legislative (PAL) Report

Legislative Issues

Sandra Lang encouraged PAC members to pay attention to the new state budget and state legislation.

Redi-Wheels Policy Issues

Tina Dubost reminded PAC members that SamTrans is celebrating 50 years of service on September 26, 2026.

Ms. Dubost also reminded PAC members of the Via Assist program, which serves Millbrae to Palo Alto and is free through the end of the July.

- Larisa Vaserman stated that they did a presentation at her community, and she commented on the cost being too expensive.

Ms. Dubost stated that the One Seat Ride pilot in partnership with MTC and SFMTA started at the beginning of the month.

- Ms. Vaserman asked to clarify which agency handles the reservations.

7.b. Education Committee Report

Tina Dubost reported that the Education Committee discussed the PAC outreach plan.

7.c. Executive Committee Report

Ben McMullan reported that the Executive Committee discussed PAC workplan progress, future presentations, the PAC outreach plan, and the rider feedback policy. Mr. McMullan also reported that the PAC will have a table at the SamTrans 50th anniversary celebration and that the Executive Committee is looking for volunteers to staff the table.

- Larisa Vaserman volunteered to help staff the table.
- Kathy Uhl asked if they could stage a vehicle nearby so potential riders can get familiar with the vehicle.
- Sandra Lang asked to do shifts and reminded PAC members that this is an opportunity to recruit new members.

8. SamTrans / Redi-Wheels Reports

8.a. SamTrans Update

No updates.

8.b. Performance Summary

Tina Dubost reported that performance was consistent with prior months. Though on-time performance continues not to meet standards, there are signs of improvements.

8.c. Comment Statistics Report

Tina Dubost reminded PAC members that Redi-Wheels is no longer printing comment cards, but people are still mailing them in. All comment cards received were compliments. Most riders complaints are submitted via phone calls and are about late trips or driver conduct.

Policy request – direct to destination and request to be dropped off first but Redi-Wheels prioritizes what is efficient for the overall system

Kathy Uhl asked how Redi-Wheels sets expectations and helps riders get with the flow. Ms. Uhl suggested doing an annual reminder of the policies so riders don't get upset

- Tina Dubost referenced to the paratransit rider guide; during eligibility review, the eligibility staff go over the major policies so riders know what to expect. She also said that reminders get played when a rider is on hold when booking a ride.
- Lynn Spicer said that the reservation agent will also remind riders of the shared ride policies

8.d. Safety Report

Calvin Lun gave the safety report. 3 preventable, 1 non-preventable; minor incidents (mostly curb strikes)

Reinforcing complete stops and wheelchair securement

9. Updates and Items of Interest

9.a. Agencies

Carmen Santoni said that there will be an open house at Catholic Charities.

9.b. County Commissions (COA and COD)

Kathy Uhl brought the new Help at Home guides and informed PAC members that there will be an insert with a checklist for seniors to help them with planning for the future.

Lynn Spicer provided the COD report, mentioning the Big Wave project and that COD will receive the ADA Transition Plan presentation in August.

9.c. Center for Independence (CID)

No updates.

9.d. Coastside Transportation Committee (CTC)

No updates.

9.e. Transportation Authority Citizens Advisory Committee (TA-CAC)

Sandra Lang said that the TA-CAC did not meet in July but that the next meeting will be held on August 3 at the SMCTD office.

9.f. Department of Rehabilitation (DOR)

Susan Capeloto reminded PAC members that DOR will move into an order of selection, but they are waiting to hear a specific date. Otherwise, DOR continues to receive more applications but has some staff vacancies.

9.g. ADA Policy Refresher

Tina Dubost reminded PAC that Redi-Wheel services can be used for any trip purpose.

10. Other Business

PAC members discussed the Inclusion Fair happening on Thursday, July 16, from 10am to 1pm at 500 County Center in Redwood City.

There was a reminder that there will not be a PAC meeting in August. The next meeting will be Tuesday, September 8.

11. Adjournment

The meeting was adjourned at 2:58 p.m.

Date: September 30, 2026

To: Community Relations Committee

From: Dylan Finch, Community Advisory Committee Chair

Subject: Community Advisory Committee Update

The CAC received an update on the Dumbarton corridor project. Interest was expressed for preserving the rails. Separately, interest was expressed in free youth fares.

Prepared By: Dylan Finch SamTrans CAC Chair

San Mateo County Transit District
Staff Report

To: Community Relations Committee

Through: April Chan, General Manager/CEO

From: Joshuah Mello, Chief Planning Officer

David Olmeda, Chief Operating Officer, Bus

Subject: **Monthly State of Service Report - August 2026**

Action

This report is for information only. No action is required.

Significance

SamTrans: Average weekday ridership across all four modes (Bus, Paratransit, Shuttles, and Microtransit) increased by 2.2 percent in August 2026 compared to August 2025. The total monthly ridership increased by 1.5 percent in August 2026 compared to August 2025.

Paratransit: Average weekday paratransit ridership increased by 6.4 percent in August 2026 compared to August 2025. The total monthly paratransit ridership increased by 6.7 percent in August 2026 compared to August 2025.

Shuttles: Average weekday ridership on shuttles increased by 8.1 percent in August 2026 compared to August 2025. The total monthly ridership on shuttles increased by 7.6 percent in August 2026 compared to August 2025.

Microtransit: Average weekday ridership on all microtransit services was 159, and total ridership was 4,304. The average weekday ridership increased 6.7 percent compared to August 2025, and the total ridership decreased 0.6 percent compared to August 2025.

Youth Unlimited Pass: For August 2026, Youth Unlimited Pass usage decreased 4.4 percent compared to August 2025.

Other SamTrans Key Performance Indicators (includes Contracted Urban Bus Service [CUBS]):

- **Preventable Accidents** – There were nine preventable accidents in August 2026 (five from District and four from contracted services). The goal is to have more than 100,000 miles between preventable accidents; SamTrans did not meet its goal with 97,739 miles between preventable accidents.

- **Miles Between Service Calls (MBSC) –** There were 45 service calls in August 2026 (31 from District and 14 from contracted services). The goal is to have more than 25,000 miles between service calls. SamTrans did not meet its goal with 19,548 miles between service calls. For the District's service calls, the diesel bus sub-fleet had 20,651 miles between service calls, while the zero-emission bus sub-fleet had 19,100 miles between service calls.

- **On-Time-Performance (OTP) –** August 2026 systemwide OTP was 81.2 percent. The goal is to have 85 percent systemwide on-time performance. Fixed-route service did not meet this goal.

- **Did Not Operate (DNOs) –** In August 2026, there were six total DNOs, or missed trips. The goal is to miss fewer than 0.1 percent of scheduled trips. SamTrans met this goal with 0.01 percent of trips missed.

RIDERSHIP (ALL MODES)

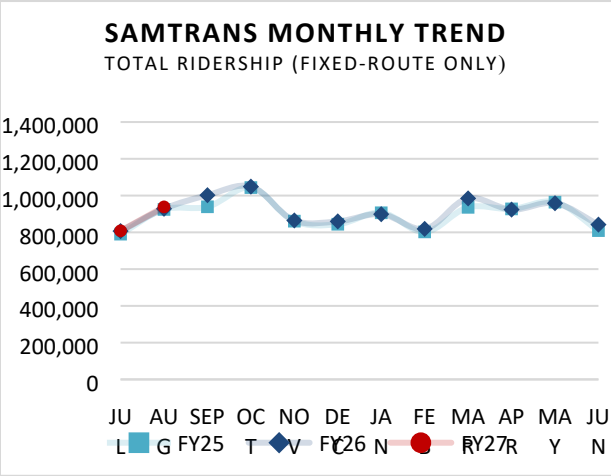
SAMTRANS | Average Weekday Ridership								
Mode	**Aug-24**	**Aug-25**	**Aug-26**	**%Δ[1]**	**YTD FY25**	**YTD FY26**	**YTD FY27**	**%Δ[2]**
Bus	33,956	35,066	35,693	1.8%	31,175	31,966	32,147	0.6%
Paratransit	770	770	819	6.4%	755	774	782	1.1%
Shuttles	1,833	1,911	2,065	8.1%	1,714	1,829	1,936	5.9%
Microtransit	128	149	159	6.7%	127.113636	162	178	10.2%
Total	**36,687**	**37,896**	**38,736**	**2.2%**	**33,770**	**34,730**	**35,043**	**0.9%**
SAMTRANS | Total Ridership								
Mode	**Aug-24**	**Aug-25**	**Aug-26**	**%Δ[1]**	**YTD FY25**	**YTD FY26**	**YTD FY27**	**%Δ[2]**
Bus	924,625	928,188	938,406	1.1%	1,714,899	1,735,005	1,746,747	0.7%
Paratransit	20,373	19,776	21,096	6.7%	39,822	40,177	41,374	3.0%
Shuttles	39,238	39,461	42,456	7.6%	74,371	77,902	82,103	5.4%
Microtransit	3,448	4,330	4,304	-0.6%	6890	9068	9,576	5.6%
Total	**987,684**	**991,755**	**1,006,262**	**1.5%**	**1,835,982**	**1,862,152**	**1,879,800**	**0.9%**

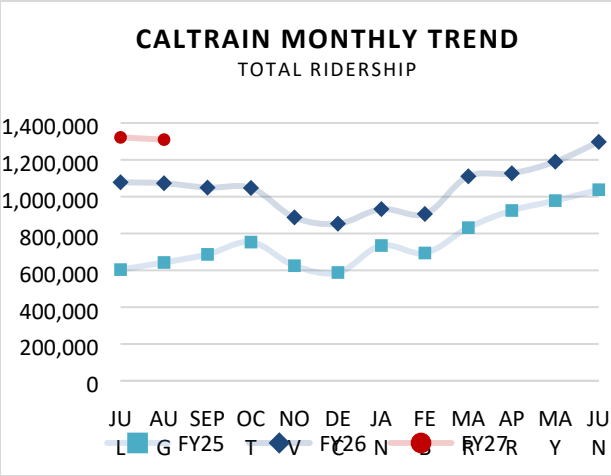
CALTRAIN | Average Weekday Ridership								
Mode	**Aug-24**	**Aug-25**	**Aug-26**	**%Δ[1]**	**YTD FY25**	**YTD FY26**	**YTD FY27**	**%Δ[2]**
Caltrain	24,741	39,984	49,685	24.3%	24,014	40,000	48,572	21.4%
CALTRAIN | Total Ridership								
Mode	**Aug-24**	**Aug-25**	**Aug-26**	**%Δ[1]**	**YTD FY25**	**YTD FY26**	**YTD FY27**	**%Δ[2]**
Caltrain	642,624	1,072,961	1,309,818	22.1%	1,246,613	2,151,158	2,631,826	22.3%

OTHER MODES in San Mateo County | Average Weekday Ridership								
Mode	**Aug-24**	**Aug-25**	**Aug-26**	**%Δ[1]**	**YTD FY25**	**YTD FY26**	**YTD FY27**	**%Δ[2]**
Dumbarton	98	94	99	5.3%	102	97	101	4.1%
BART (San Mateo County)	19,348	21,603	25,236	16.8%	19,030	21,062	24,809	17.8%
OTHER MODES in San Mateo County | Total Ridership								
Mode	**Aug-24**	**Aug-25**	**Aug-26**	**%Δ[1]**	**YTD FY25**	**YTD FY26**	**YTD FY27**	**%Δ[2]**
Dumbarton	2,161	1,982	2,087	5.3%	4,484	4,170	4,339	4.1%
BART (San Mateo County)	538,994	593,456	695,459	17.2%	1,053,582	1,163,529	1,377,459	18.4%

IMPORTANT NOTES:

Total row may not add up due to rounding.
SamTrans (Bus) ridership includes Fixed-Route service.
Microtransit ridership includes Ride Plus and SamCoast.
Shuttle ridership includes SamTrans shuttles, JPB Caltrain shuttles, and other Transportation Authority funded shuttles.
BART ridership in San Mateo County does not include Daly City BART Station.
%Δ[1] indicates the percentage change for the month, current year to previous year.
%Δ[2] indicates the percentage change current year to previous, Year to Date.





FARES

SAMTRANS (BUS) | Fare Usage			
Fare Type	**Aug-24**	**Aug-25**	**Aug-26**
Adult	581,834	590,088	597,122
Eligible Discount	199,243	198,931	212,758
Youth	143,548	139,169	128,526
--- Youth Unlimited Pass	*76,763*	*80,070*	*76,569*
Total	**924,625**	**928,188**	**938,406**

This table illustrates the number of riders by fare category (Dumbarton Express and rural demand-response service excluded). The **Youth Unlimited Pass** number is a subset of the Youth Fare Type. The program started in January 2022.

KEY PERFORMANCE INDICATORS

SAMTRANS (BUS) | Operations Key Performance Indicators			
KPI	**Aug-24**	**Aug-25**	**Aug-26**
On-Time Performance	80.0%	81.3%	81.2%
Preventable Accidents	18	13	9
--- District	*12*	*11*	*5*
--- Contracted Services	*6*	*2*	*4*
Service Calls	34	23	45
--- District	*20*	*15*	*31*
--- Contracted Services	*14*	*8*	*14*
Trips Scheduled	48,926	49,348	49,457
Did Not Operate DNOs	10	10	6

SamTrans' OTP goal is 85.0 percent. On-Time Performance (OTP) is calculated by evaluating time points within the route's schedules across the system for late, early, and on-time arrival and departure. A route is considered late if it exceeds 5 minutes. A route is considered early if it departs 59 seconds ahead of schedule.

SamTrans' Miles between Preventable Accidents goal is 100,000 miles. There were 97,739 miles between Preventable Accidents this month.

SamTrans' Miles between Service Calls goal is 25,000 miles. There were 19,548 miles between Service Calls this month.

SAMTRANS (BUS) | Fleet Key Performance Indicators			
KPI	**Aug-24**	**Aug-25**	**Aug-26**
Revenue Hours (Sched.)	60,918	59,982	61,810
Revenue Miles (Sched.)	597,715	595,148	595,834
Total Fleet Miles (Actual)	851,607	845,676	879,654

Sched. = Scheduled, which includes in-service and layover.

Note: All KPIs include all SamTrans service operated directly and by contract.

MICROTRANSIT | Ride Plus Key Performance Indicators			
KPI	**Aug-24**	**Aug-25**	**Aug-26**
Total Ridership	3,014	3,926	3,994
--- East Palo Alto Trips	*2,143*	*2,865*	*2,869*
--- Half Moon Bay Trips	*871*	*1,061*	*1,125*
Active Users	368	387	417
New Registrations	160	80	80
Total Downloads	453	289	271
--- iOS Downloads	*408*	*228*	*197*
--- Android Downloads	*45*	*61*	*74*
Load Factor	1.3	1.1	1.2

Ride Plus started in June 2023.

The **load factor** represents the average number of passengers in a vehicle. It is calculated by dividing the total number of passengers by the number of trips completed.

PARATRANSIT | Operations Key Performance Indicators			
KPI	**Aug-24**	**Aug-25**	**Aug-26**
On-Time Performance (RW)	88.4%	87.7%	88.0%
On-Time Performance (RC)	90.1%	82.4%	95.6%
Preventable Accidents (RW)	3	1	3
Preventable Accidents (RC)	0	0	1
Service Calls (RW)	5	1	2
Service Calls (RC)	0	0	0

RW = Redi-Wheels
RC = RediCoast

PARATRANSIT | Fleet Key Performance Indicators			
KPI	**Aug-24**	**Aug-25**	**Aug-26**
Revenue Miles (RW)	171,378	167,078	161,598
Revenue Miles (RC)	23,314	14,620	13,707
Fleet Miles (RW)	190,345	188,143	181,261
Fleet Miles (RC)	30,176	24,550	23,727

CUSTOMER EXPERIENCE

SAMTRANS (BUS) | Customer Experience			
KPI	**Aug-24**	**Aug-25**	**Aug-26**
Complaints	122	163	143
Accessibility	13	10	6
Compliments	8	22	9
Service Requests	49	65	44
Reports Total	**192**	**260**	**202**

The table is a detailed summary of SamTrans Consumer Reports received by the Customer Experience Department.

The total number of reports for SamTrans decreased 22.3% from 260 reports in August 2025 to 202 reports in August 2026.

Prepared By: Emily Chen Senior Transportation Planner, Service Planning and Scheduling 650-551-6127

Revised 10/6/2026 – Information corrected under "**Fares**"

San Mateo County Transit District
Staff Report

To:	Board of Directors
Through:	April Chan, General Manager/CEO
From:	Josh Mello, Chief Planning Officer
Subject:	**Annual State of Service Report - Fiscal Year 2026**

Action

This report is for information only. No action is required.

Significance

The annual report provides an overview of key performance indicators, including ridership, on-time performance (OTP), fares, workforce composition, safety, fleet, and customer experience for the period of July 2025 through June 2026 (Fiscal Year 2026).

Fiscal Year 2026 (FY26) reflects service plans implemented on August 3, 2025; (Runbook 151), November 16, 2025; (Runbook 152), January 11, 2026 (Runbook 153), and on June 14, 2026 (Runbook 154). Runbook 151 brought back School-Oriented service and adjustments to respond to updated school bell times and capacity issues, in addition to adjusted weekday schedules on routes serving Daly City Bay Area Rapid Transit District (BART) Station and Palo Alto Caltrain Station to improve regional transfers. Runbook 152 included schedule adjustments and added trips on School-Oriented routes to improve on-time performance and to address capacity issues. Runbook 153 included scheduling adjustments on two routes to improve efficiency. Runbook 154 suspended all School-Oriented routes for the summer break and implemented a detour route on Route ECR and Route 397 in response to the California State Department of Transportation's (Caltrans') long-term construction project on El Camino Real in Burlingame.

A summary of systemwide performance in FY26 is provided in **Table 1**. A summary of productivity by service category is provided in **Table 2**.

Table 1. Systemwide Key Performance Indicators Summary

Metric	Goal	FY25	FY26	Improved since FY25?	Goal Met?
Boardings per revenue hour	15 or more	15.0	15.3	Yes	Yes
Cost per passenger	$15 or less	$18.52	$18.75	No	No
Farebox recovery	8.5% or more	5.9%	5.4%	No	No
On-time performance	85%	81.8%	82.1%	Yes	No
Complaints per 10,000 boardings	<1	1.1	1.3	No	No
Missed trips	<0.1%	0.2%	0.02%	Yes	Yes
Mean distance between service call	>25,000 miles	22,112 miles	22,322 miles	Yes	No
Mean distance between accident	>100,000 miles	50,913 miles	61,050 miles	Yes	No

Notes: Key performance indicators that improved from the previous year but did not meet the goal are highlighted in blue. Key performance indicators that did not improve and did not meet the goal are highlighted in orange.

Table 2. Productivity Summary: Boardings Per Revenue Hour

Service Category	Number of Routes Meeting Standard	Total Number of Routes	% of Routes Meeting Standard
Frequent	3	4	75%
Local	7	9	78%
School-Oriented	34	43	79%
Community	4	9	44%
Express and Limited Stop	0	5	0%
Owl	2	3	67%

Note: Frequent routes have 15 minutes or better frequency seven days a week. Routes include 120, 130, 296, and ECR.

Local routes have 30 minutes or better frequency seven days a week. Routes include 110, 121, 122, 141, 250, 276, 278, 281, and 292.

School-Oriented routes operate with very few trips a day and are scheduled to align with school schedules and bell times. All two-digit routes are School-Oriented routes.

Community routes have 60 minutes or better frequency five days a week. Routes include 112, 117, 142, 251, 260, 270, 280, 294, and 295.

Express and Limited Stop routes provide limited-stop service to or from major destinations and are typically longer in length. Routes include CSM, EPX, FCX, PCX, and SKY.

Owl routes operate overnight after regular transit service has ended. Routes include 296 Owl, 397, and ECR Owl.

Ridership

Average weekday ridership on SamTrans was 34,805 in FY26, which is an increase of 1.7 percent compared to FY25. Total SamTrans ridership in FY26 was 10,968,446, which is an increase of 1.7 percent compared to FY25. The SamTrans network recovered 98.2 percent of total annual ridership compared to pre-pandemic ridership (FY19). Ridership details are included in **Table 3**.

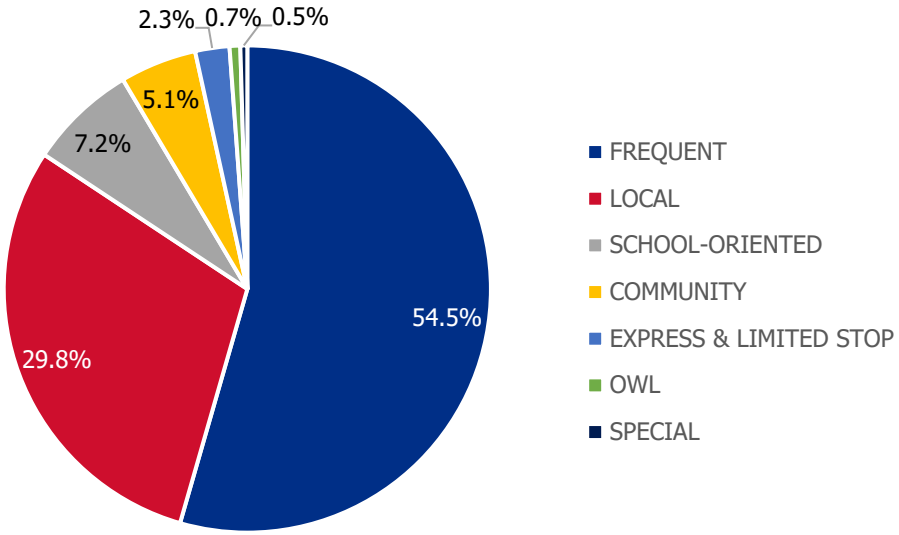
Table 3. Average Weekday Ridership and Total Ridership

Ridership Type	FY25	FY26	%Δ
Average Weekday Ridership	34,217	34,805	1.7%
Total Ridership	10,782,073	10,968,446	1.7%

Note: Does not include Route 713 or Dumbarton Express.

By service category, 54.5 percent of total ridership was on Frequent routes, 29.8 percent was on Local routes, 5.1 percent was on Community routes, 7.2 percent was on School-Oriented routes, 2.3 percent was on Express and Limited routes, 0.7 percent was on Owl routes, and 0.5 percent was on Special routes (see **Figure 1**).

Figure 1. Total Ridership Share By Service Category



Note: Does not include Route 713 or Dumbarton Express.

All route categories except Frequent and Owl routes saw an increase in ridership compared to last year. The detour on El Camino Real may be impacting the ridership on routes in these categories, especially ridership on Route ECR. Ridership details by service category are included in **Table 4**.

Table 4. Total Ridership By Service Category

Service Category	FY25	FY26	%Δ
Frequent	6,062,525	5,972,891	-1.5%
Local	3,189,945	3,274,041	2.6%
School-Oriented	741,261	785,903	6.0%
Community	540,999	557,886	3.1%
Express and Limited Stop	120,182	249,508	107.6%
Owl	87,629	77,812	-11.2%
Special	39,532	50,404	27.5%

Note: Does not include Route 713 or Dumbarton Express.

The systemwide ridership productivity goal is to have a minimum of 15 boardings per vehicle revenue hour[1], with a unique goal established for each service category, shown in **Table 5**. The fixed route bus network met the goal with 15.3 boardings per vehicle revenue hour in, a two percent increase over the previous year. All service categories except for Express and Limited Stop met their goals. Route level productivity is provided in Appendix A.

Table 5. Ridership Productivity Measure

Boardings per Vehicle Revenue Hour	Goal	FY25	FY26	%Δ
Systemwide	**15**	**15.0**	**15.3**	**2.0%**
Frequent	15	21.1	20.6	-2.0%
Local	10	11.4	12.0	5.8%
School-Oriented	25	54.3	52.3	-3.8%
Community	7	7.1	7.2	2.1%
Express and Limited Stop	16	2.8	5.4	93.6%
Owl	5	6.1	5.8	-4.0%

Note: Does not include Route 713 or Dumbarton Express.

Compared to the previous year, Ride Plus service increased boardings per revenue hour by 22.1 percent to 2.1 boardings per revenue hour (**Table 6**).[2] The service continues to have low wait times and a high percentage of requested trips completed.

[1] Boardings by vehicle revenue hour normalizes ridership to the amount of service being provided by calculating the number of customers that board the service per the revenue hours operated.

[2] For Ride Plus on-demand service, similar productivity measures are provided; however, the definitions used are different from fixed-route bus service. For boardings per revenue hour, revenue hour is defined as any time passengers have an opportunity to use the service (total hours minus time to/from the depot and time that the vehicle is out of service for breaks, etc.). Percent pooled trips is the share of total trips where multiple trips were taken simultaneously in the same vehicle.

Table 6. Ride Plus Productivity Measures

Productivity Measure	Goal	FY25	FY26	%Δ
Boardings per Vehicle Revenue Hour	**2**	1.7	2.1	22.1%
East Palo Alto	2	1.7	2.1	20.9%
Half Moon Bay	2	1.8	2.2	25.0%
Percent Pooled Trips	**TBD**	30.0%	46.5%	54.8%
East Palo Alto	TBD	27.3%	44.8%	64.2%
Half Moon Bay	TBD	32.7%	48.1%	47.0%
Percent Wait Time <15 Minutes	**99%**	98.5%	99.0%	0.5%
East Palo Alto	99%	98.4%	98.9%	0.5%
Half Moon Bay	99%	98.7%	99.2%	0.4%
Percent Trips Completed	**99%**	N/A	99.9%	**N/A**
East Palo Alto	99%	N/A	99.9%	N/A
Half Moon Bay	99%	N/A	100.0%	N/A

Note: There was incomplete data on Percent Trips Completed in FY25 so a comparison could not be made. A comparison will be made in the FY27 report.

Total ridership on Equity Priority Routes[3] was 1,997,237 in FY26, accounting for 73.1 percent of total ridership (see **Table 7**). Equity Priority Routes are defined as routes where more than one-third of a route's alignment is operated in an Equity Priority Area. Equity Priority Areas are neighborhoods where residents are more likely to not have access to a car, spend more than 30 percent of their income on rent, be part of a low-income household, and/or identify as people of racial or ethnic minority populations.

Table 7. Ridership In Equity Priority Areas

Service Category	FY25	FY26	%Δ
Boardings on Equity Priority Routes	8,019,782	8,071,571	0.6%
% of Total Boardings	74.4%	73.6%	-1.1%

On-Time-Performance

Average systemwide OTP for FY26 was below SamTrans' OTP goal of 85 percent at 82.1 percent. However, this is a 0.4 percent increase from the previous year. Broken down by fixed-route service category, Special routes had the highest average OTP at 91.1 percent. Owl routes had the lowest average OTP of 75.3 percent. Details are included in **Table 8**.

[3] Equity Priority Routes include 24, 25, 29, 30, 35, 37, 41, 46, 49, 62, 68, 79, 81, 120, 121, 122, 130, 138, 141, 142, 260, 270, 276, 280, 281, 294, 296, 296 Owl, ECR, ECR Owl, and SKY.

Table 8. On-Time Performance By Service Category

Service Category	Goal	FY25	FY26	%Δ
Systemwide	**85%**	**81.8%**	**82.1%**	**0.4%**
Frequent	85%	80.8%	80.0%	-1.0%
Local	85%	82.5%	83.6%	1.3%
Community	85%	83.4%	82.8%	-0.7%
Owl	85%	71.2%	75.3%	5.8%
Special	85%	93.5%	91.1%	-2.6%
Express and Limited	90%	86.1%	87.0%	1.0%
School-Oriented	90%	79.2%	76.8%	-3.0%

Fares

In FY26, total fixed route fare revenue was $11,826,398 ~~$12,500,869~~, a 5.4 percent decrease from the previous year. The cost per passenger was $18.75, a 1.3 percent increase from the previous year. SamTrans did not meet its goal of $15.00 or less per passenger. Farebox recovery was 5.4 percent of operating costs, a 7.7 percent decrease compared to the previous year. SamTrans did not meet its goal of 8.5 percent farebox recovery rate. Details are included in **Table 9**.

Table 9. Operating Costs And Farebox Recovery Metrics

Metric	Goal	FY25	FY26	%Δ
Farebox Revenue	N/A	$12,500,869	$11,826,398	-5.4%
Operational Costs	N/A	$212,135,651	$217,514,127	2.5%
Cost per Passenger	<$15	$18.52	$18.75	1.3%
Farebox Recovery Rate	8.5%	5.9%	5.4%	-7.7%

Notes: Cost figures use both accrual and cash-based accounting methods depending on expenditure.

Of the fares collected, 63.3 percent were Adult fares, 21.9 percent were Eligible Discount fares, and 14.8 percent were Youth fares. As for how passengers paid, 7.5 percent used one-way tickets (e.g., cash, free rides), 50.3 percent used Clipper, and 42.2 percent used a pass (e.g., day, month, Youth Unlimited). Clipper START continues to see an increase in use, likely due to increased marketing and information provided by Metropolitan Transportation Commission (MTC). Fares and payment method details are included in **Table 10** and **Table 11**.

Table 10. Total Trips by Fare Type

Fare Type	FY25	FY26	%Δ
Adult	6,757,785	6,926,899	2.5%
Eligible Discount	2,268,076	2,397,782	5.7%
Youth	1,724,685	1,628,833	-5.6%
Youth Unlimited Pass	*985,174*	*970,027*	*-1.5%*

Overall youth ridership decreased in FY26. Although ridership increased on School-Oriented routes in FY26, it decreased on regular routes elsewhere in the system. Youth marketing and outreach will be a focus in FY27.

Table 11. Total Trips by Payment Method

Payment Method	FY25	FY26	%Δ
One-Way Ticket	1,093,737	819,111	-25.1%
Clipper	5,154,684	5,508,825	6.9%
Clipper START	*164,989*	*218,720*	*32.6%*
Pass	4,522,462	4,625,578	2.3%

Notes: Fares on Ride Plus were not integrated into the reporting system and therefore not included in this data.

Operator Count

During FY26, the District and Contracted Urban Bus Services (CUBS) employed a combined total of 505 full-time fixed route operators, a seven percent increase compared to the previous year. The number of District operators increased by 4.1 percent. Of the total full-time fixed route operators, 69.4 percent were District operators, 23.8 percent were CUBS operators, and 6.8 percent were Coastside operators. The District's goal, as part of delivery of *Reimagine SamTrans*, is to increase District operator head count to 348. In FY26, the District met this goal with 351 operators on average throughout the year. For details, see **Table 12**.

Table 12. Average Total Operators

Operators	FY25	FY26	%Δ
Total	**472**	**505**	**7.0%**
District	337	351	4.1%
CUBS	106	120	12.9%
Coastside	29	35	20.0%

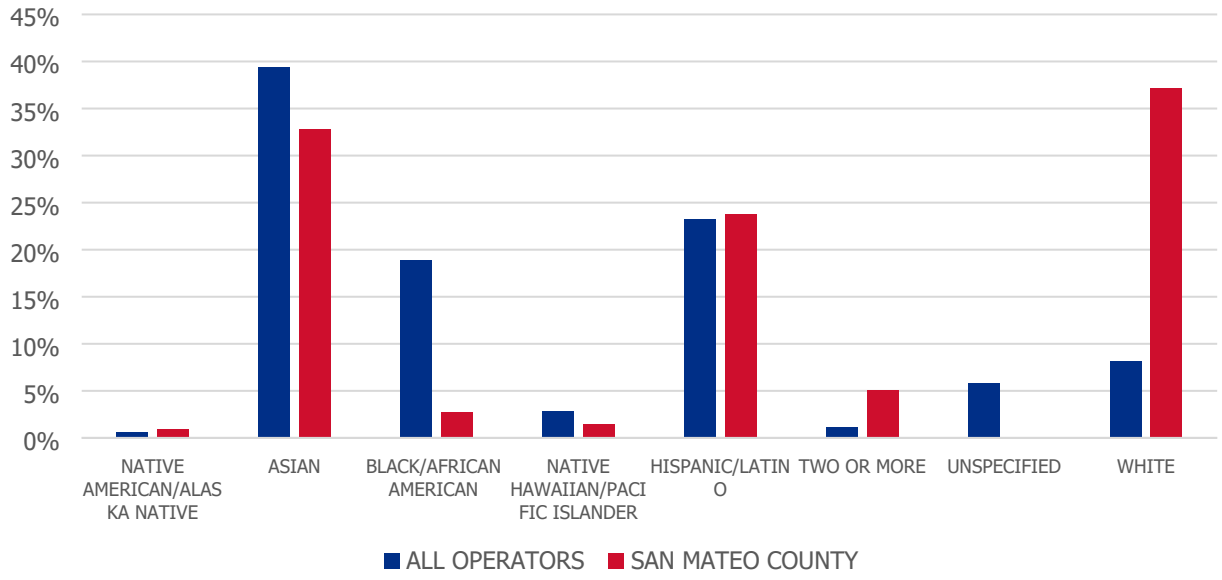
Note: Quarterly employment statistics were provided by the District's People and Culture team and MV Transportation for CUBS and Coastside services from the last week of the quarter.

Of the District and Contracted Services operators, 12.9 percent identified as women and 87.1 percent identified as men. That is a 4.4 percent decrease in the proportion of women working as full-time operators year over year, and a 0.6 percent increase in the proportion of men.

For race and ethnicity, 86 percent of operators identify as persons of color and/or Hispanic/Latino. Broken down, 39.4 percent identify as Asian, 23.2 percent identify as Hispanic/Latino, 19.5 percent identify as Black/African American, 1.1 percent identify as Two or More Races, 2.8 percent identify as Native Hawaiian/Pacific Islander, 0.6 percent identify as American Indian/Alaska Native. There were 8.2 percent of operators that identified as White, and 5.8 percent preferred not to specify. See **Figure 2** for details on operator race and ethnicity.

The District monitors this data to see how closely the SamTrans operators' demographics reflect the demographics of San Mateo County. Compared to San Mateo County Census demographics, operators identifying as Asian, Black/African American, or Native Hawaiian/Pacific Islander are overrepresented, while those identifying as White or Two or More Races are underrepresented. Operators identify as Native American/Alaskan Native or Hispanic/Latino are at similar proportions of San Mateo County demographics.

Figure 2. Operators By Race and Ethnicity



Note: Demographic statistics may add up to more than 100 percent because people may identify as one race and one ethnicity (e.g., Black/ African American and Hispanic).

Preventable Accidents

In FY26, there were 166 preventable accidents, a 14.9 percent decrease compared to the previous year. The goal is to have 100,000 miles or more between preventable accidents. This year, SamTrans increased the miles between preventable accidents by 19.9 percent when compared to the previous year but did not meet its goal with 61,050 miles between preventable accidents. Details are included in **Table 13**.

Table 13. Preventable Accidents

	Goal	FY25	FY26	%Δ
Preventable Accidents	**N/A**	**195**	**166**	**-14.9%**
District	N/A	145	110	-24.1%
Contracted Services	N/A	50	56	12.0%
Mean Miles between Preventable Accident	**>100,000**	**50,913**	**61,050**	**19.9%**
District	>100,000	49,197	66,300	34.8%
Contracted Services	>100,000	55,890	50,737	-9.2%

Note: Of total revenue miles, the District operates approximately 70 percent and MV Transportation provides 30 percent.

Service Calls

SamTrans had 454 service calls in FY26, a 1.1 percent increase from the previous year. The goal is to have 25,000 miles or more between service calls. SamTrans did not meet its goal with 22,322 miles between service calls. For details, see **Table 14**. For the District's service calls, the diesel bus sub-fleet had 28,871 miles between service calls, while the zero-emission bus sub-fleet had 8,581 miles between service calls.

Table 14. Service Calls

	Goal	FY25 Q2	FY26 Q2	%Δ
Service Calls	**N/A**	**449**	**454**	**1.1%**
District	N/A	243	272	11.9%
Contracted Services	N/A	206	182	-11.7%
Mean Miles between Service Call	**>25,000**	**22,112**	**22,322**	**1.0%**
District	>25,000	29,356	26,813	-8.7%
Contracted Services	>25,000	13,566	15,611	15.1%

Fleet in Operation

At the end of FY26, 324 buses were in operation, a 3.6 percent decrease year over year. Approximately 77.8 percent were diesel, 7.7 percent were diesel-hybrid, 11.4 percent were battery electric, and 3.1 percent were hydrogen. For details, see **Table 15**.

Table 15. Fleet In Operation

	FY25	FY26	%Δ
Total	**336**	**324**	**-3.6%**
Diesel	264	252	-4.5%
Diesel-Hybrid	25	25	0.0%
Battery Electric	37	37	0.0%
Hydrogen Fuel Cell	10	10	0.0%

Trips That Did Not Operate

In FY26, there were 121 trips that did not operate (DNO), which is an 89.2 percent decrease when compared to the previous year. This is due to larger workforce, resulting in fewer operator absences. The goal is to have fewer than 0.1 percent of trips missed. This year, SamTrans met its goal with 0.02 percent of trips missed. For details, see **Table 16**.

Table 16. Trips That Did Not Operate

	Goal	FY25	FY26	%Δ
DNOs	**N/A**	**1,122**	**121**	**-89.2%**
District	N/A	1,070	40	-96.3%
Contracted Services	N/A	52	82	57.7%
Missed Trips Percentage	**<0.1%**	**0.2%**	**0.02%**	**-89.5%**
District	<0.1%	0.2%	0.01%	-96.3%
Contracted Services	<0.1%	0.05%	0.07%	52.4%

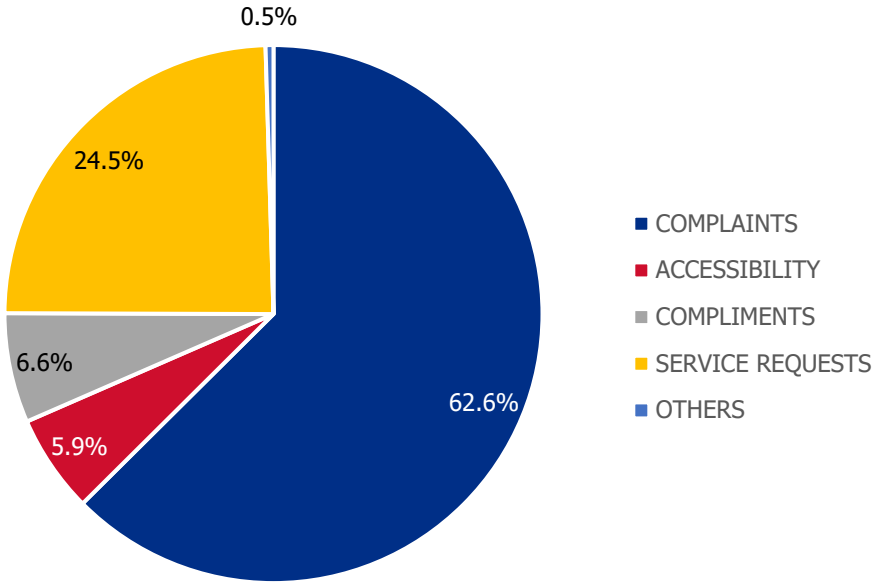
Customer Experience

In FY26, SamTrans Customer Service received 2,321 public comments. This is a 16.9 percent increase from the same period in the previous year. Of the public comments, 62.6 percent were complaints, 5.9 percent were about accessibility, 6.6 percent were compliments, 24.2 percent were service requests, and 0.5 percent other comments. The goal is to have less than one complaint per 10,000 boardings. SamTrans did not meet this goal with 1.3 complaints per 10,000 boardings in. Details can be seen in **Table 17** and **Figure 3**.

Table 17. Customer Feedback Details

	FY25	FY26	%Δ
Total	**1,985**	**2,321**	**16.9%**
Complaints	1,215	1,452	19.5%
Accessibility	112	137	22.3%
Compliments	144	153	6.3%
Service Requests	514	568	10.5%
Other	0	11	100%
Complaints per 10,000 Boardings	**1.1**	**1.3**	**17.5%**

Figure 3. Customer Feedback By Type



Overall, the most common themes of public comments were operator feedback (32 percent), pass-up (16.7 percent), and late (10.7 percent). See **Table 18** for a comparison to the previous year.

Table 18. Most Common Public Comment Themes

FY25			FY26		
Category	**Comment Type**	**% of Total Comments**	**Category**	**Comment Type**	**% of Total Comments**
Operator	Complaint	32.2%	Operator	Complaint	32.0%
Pass-Up	Complaint	16.5%	Pass-Up	Complaint	16.7%
Bus Stop/Shelter	Service Request	10.4%	Late	Complaint	10.7%

Data shown in this report is current as of September 1, 2026.

Prepared By:	Emily Chen	Senior Transportation Planner, Service Planning and Scheduling	650-551-6127
	Tina Dubost	Accessible Transit Services Manager	650-508-6247

APPENDIX A: ROUTE-LEVEL BOARDINGS PER VEHICLE REVENUE HOUR

Service Category/Route	Goal	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY26
Frequent	**15**	**20.7**	**20.9**	**20.3**	**20.4**	**20.6**
120 - Colma BART - Brunswick/Templeton	15	27.9	29.5	29.7	28.8	29.0
130 - Daly City BART - Airport and Linden	15	16.7	16.8	16.3	17.1	16.7
296 - Redwood City Transit Center - Bayshore/ Donohoe	15	8.9	10.1	10.1	10.1	9.8
ECR - Daly City BART - Palo Alto Transit Center	15	24.6	23.8	22.9	22.9	23.6
Local	**10**	**11.8**	**12.1**	**12.1**	**12.2**	**12.0**
110 - Daly City BART - Linda Mar Park and Ride	10	13.5	12.8	12.5	12.7	12.9
121 - Pope/Bellevue - Skyline College	10	15.9	17.0	17.5	17.2	16.9
122 - South San Francisco (SF) BART - Stonestown/SF	10	11.1	11.5	11.1	11.2	11.2
141 - Airport/Linden - Skyline College	10	10.9	11.0	10.9	10.4	10.8
250 - San Mateo Caltrain - College of San Mateo	10	11.9	12.8	12.3	11.5	12.1
276 - Redwood City Transit Center - Bohannon/ Campbell	10	5.0	6.5	6.7	6.3	6.1
278 - Redwood City Caltrain - Canada College	10	13.4	14.5	14.5	12.5	13.7
281 - Belle Haven Community Campus - Stanford	10	8.5	8.8	9.5	9.5	9.1
292 - San Francisco – San Francisco International Airport (SFO) - Hillsdale Mall	10	12.2	12.0	11.8	13.0	12.2
School-Oriented	**25**	**53.4**	**57.5**	**50.8**	**46.6**	**52.0**
10 - Terra Nova High School (HS)	25	23.2	28.1	23.5	19.7	23.7
12 - Pacifica School	25	49.2	62.6	63.6	56.3	58.7
14 - Linda Mar Circulator	25	28.6	19.9	18.9	15.6	20.2
15 - HMBHS - Moonridge Apartments	25	14.8	13.8	11.1	9.5	12.1
18 - Main/7th – Half Moon Bay High School	25	19.9	14.7	11.8	13.5	14.2
19 - Lacy School	25	59.1	57.7	72.4	57.2	62.2
24 - Shasta High	25	40.1	33.4	32.3	27.4	32.9
25 - Ben Franklin Intermediate School (IS)	25	132.2	132.8	131.7	111.6	127.2
28 - South San Francisco HS	25	32.6	36.1	33.3	27.8	32.5
29 - Lipman Middle School (MS)	25	35.5	43.7	40.1	37.3	39.4
30 - John F Kennedy Elementary School (ES)	25	40.6	44.9	59.5	43.6	48.1

Based on the Service Policy Framework, route-level productivity will fall into three performance tiers and related actions: (1) meets standard – no action required; (2) monitor – track performance closely and receive targeted marketing and outreach; and (3) not meeting standard – develop and action plan to improve or adjust service as necessary and could be discontinued if there are no improvements to productivity or viable alternative provided.

Routes and service categories identified as “monitoring” are highlighted in blue.

Routes and service categories identified as “not meeting standard” are highlighted in orange.

APPENDIX A: ROUTE-LEVEL BOARDINGS PER VEHICLE REVENUE HOUR

Service Category/Route	Goal	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY26
35 - El Camino HS	25	58.9	63.5	56.7	49.2	57.1
37 - Romney-Alta Loma MS	25	34.7	47.2	45.5	38.8	42.2
40 – Ingrid B. Lacy MS	25	26.8	23.7	18.1	15.1	20.5
41 - Parkside IS	25	43.7	70.7	71.7	91.9	71.0
42 - Parkside MS	25	10.2	14.7	12.9	12.8	12.8
46 - Burlingame School	25	89.9	122.1	101.3	100.3	104.3
49 - Terra Nova HS	25	31.8	33.3	28.3	23.0	29.0
50 - Bayside Science, Technology, Engineering, and Mathematics (STEM) Academy	25	65.5	63.6	95.0	80.2	77.4
51 - Hillsdale HS	25	35.2	38.4	32.8	26.6	33.2
53 - Borel MS	25	99.6	96.0	82.9	84.3	89.9
53P - Borel MS	25	42.2	45.6	51.5	40.0	45.3
54 - Bowditch School	25	114.0	110.0	103.1	95.3	104.4
56 - Aragon HS	25	45.9	46.1	38.3	28.9	39.5
57 - Hillsdale HS	25	44.8	52.9	40.3	35.1	43.2
58 - Borel MS	25	54.1	51.4	57.1	51.3	53.6
59 - Aragon HS	25	65.9	97.9	66.8	49.7	70.5
60 - Ralston MS	25	68.0	72.4	62.8	58.3	65.2
61 - Carlmont HS	25	50.4	51.3	38.2	39.3	44.0
62 - Carlmont HS	25	52.1	48.5	37.7	35.0	42.7
67 - Ralston MS	25	84.7	76.5	70.8	65.4	73.2
68 - Ralston MS	25	83.4	87.9	81.0	68.5	80.2
72 - Selby Lane School	25	120.9	158.8	130.8	118.1	133.0
73 - Clifford School	25	85.1	100.6	89.3	93.5	92.5
78 - Woodside HS	25	26.2	36.9	47.1	29.6	36.1
79 - Kennedy MS	25	41.7	83.7	41.1	37.0	51.4
81 - Menlo-Atherton HS	25	28.8	33.5	25.1	23.2	27.2
82 - Hillview MS	25	65.6	71.6	63.7	62.8	65.9

Based on the Service Policy Framework, route-level productivity will fall into three performance tiers and related actions: (1) meets standard – no action required; (2) monitor – track performance closely and receive targeted marketing and outreach; and (3) not meeting standard – develop and action plan to improve or adjust service as necessary and could be discontinued if there are no improvements to productivity or viable alternative provided.

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APPENDIX A: ROUTE-LEVEL BOARDINGS PER VEHICLE REVENUE HOUR

Service Category/Route	Goal	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY26
83 - Hillview MS	25	46.7	44.0	37.0	39.9	40.5
85 - Ormondale ES	25	17.7	20.5	21.6	20.6	20.3
86 - Menlo-Atherton HS	25	61.8	72.6	60.7	56.4	63.0
87 - Woodside HS	25	11.5	14.1	15.9	14.4	14.2
88 - Encinal ES	25	4.8	9.5	19.2	22.0	14.5
Community	**7**	**7.2**	**7.2**	**7.2**	**7.2**	**7.2**
112 - Sharp Park - Colma BART	7	9.3	8.7	8.4	8.5	8.7
117 - Linda Mar Park and Ride - Moonridge Apartments	7	5.6	5.5	5.4	5.7	5.5
142 - SFO - Shelter Creek	7	7.2	6.0	5.9	4.6	5.9
251 - Foster City - Hillsdale Mall	7	14.1	13.7	12.1	12.8	13.2
260 - San Carlos Caltrain - Carlmont Village	7	7.5	7.5	9.4	8.8	8.3
270 - Redwood City Caltrain - Florence/17th	7	8.0	9.2	10.6	9.5	9.2
280 - Purdue/Fordham - Palo Alto Transit Center	7	6.4	6.8	6.3	6.7	6.5
294 - Hillsdale - Half Moon Bay	7	4.9	5.0	4.8	5.0	4.9
295 - Hillsdale Mall - Redwood City	7	6.2	7.0	6.6	6.3	6.5
Express and Limited	**16**	**6.0**	**6.2**	**6.4**	**6.0**	**6.1**
FCX - Foster City - San Francisco	16	10.9	9.9	10.7	13.7	11.3
CSM - College of San Mateo - Downtown San Mateo	16	3.5	3.9	4.5	3.3	3.8
EPX - East Palo Alto - San Bruno BART	16	2.8	2.5	2.7	2.9	2.7
PCX - Linda Mar Park and Ride - Daly City BART	16	4.2	4.2	5.0	4.5	4.5
SKY - Daly City BART - Skyline College	16	12.1	13.6	13.3	11.8	12.7
Owl	**5**	**6.8**	**5.6**	**5.1**	**5.9**	**5.9**
397 - San Francisco - Palo Alto Transit Center	5	8.1	6.2	6.0	6.8	6.8
296O - Redwood City Transit Center - Palo Alto Transit Center	5	3.8	3.3	2.8	3.5	3.4
ECRO - Daly City - SFO	5	6.9	7.1	6.0	7.2	6.8

Note: Does not include Special service category, Route 713, or Dumbarton Express.

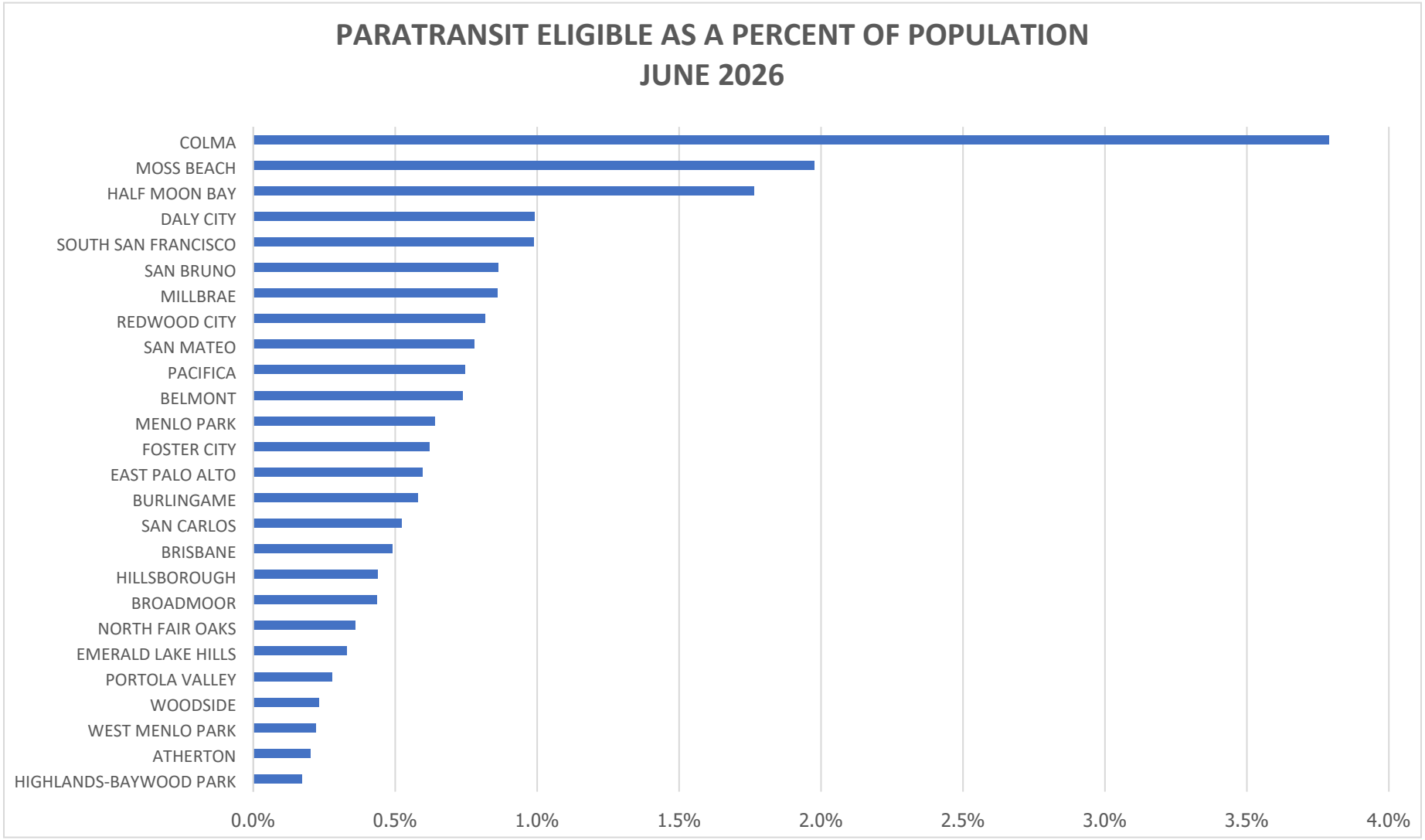
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APPENDIX B: PARATRANSIT

This chart shows the number of paratransit riders as a percentage of the population of each city. Colma, Moss Beach and Half Moon Bay have a higher percentage of eligible riders.



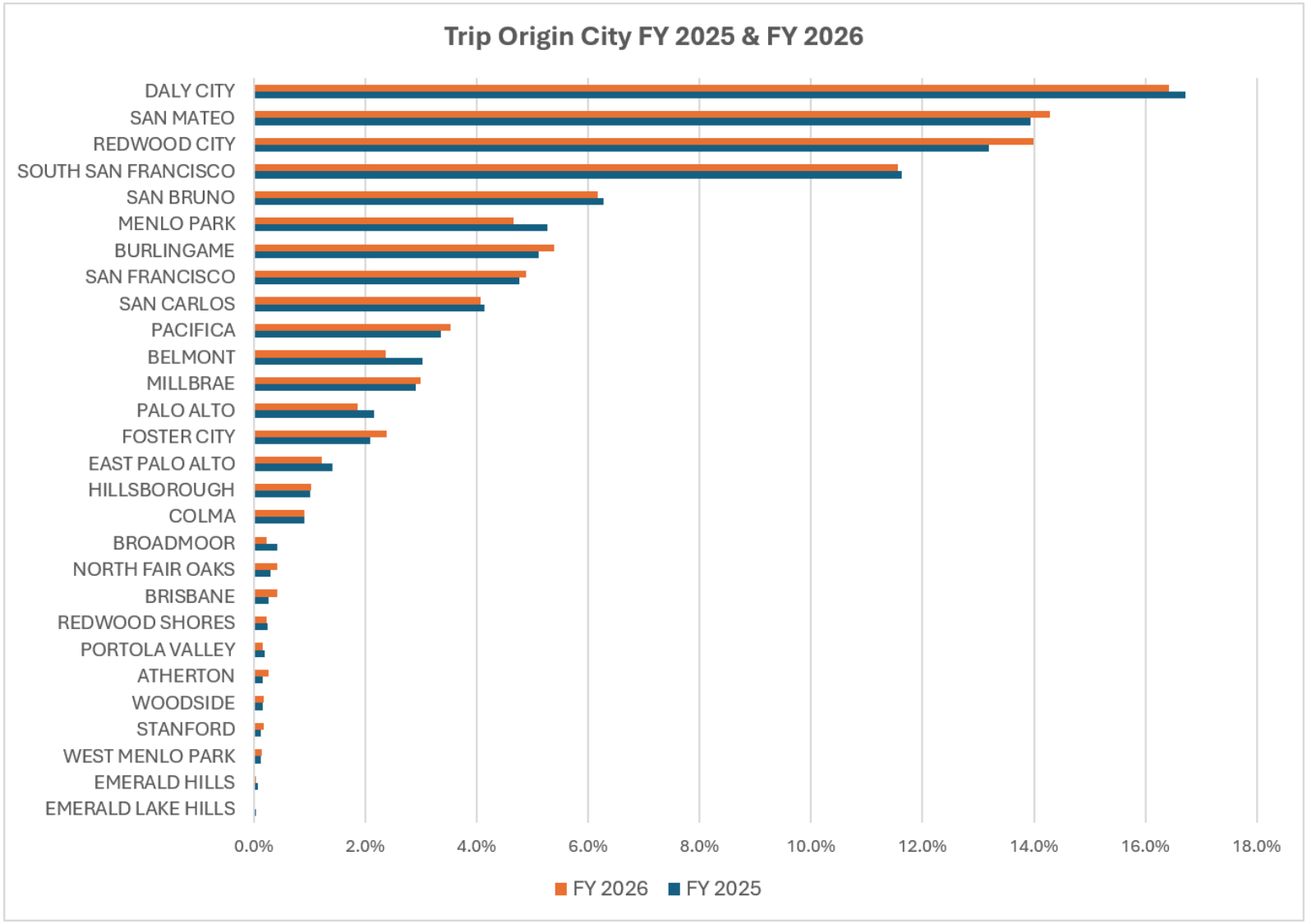
APPENDIX B: PARATRANSIT

This chart shows percentage of active riders (the number of individuals registered for Redi-Wheels in each City in San Mateo County compared with the number of individuals who rode inFY26). The four most popular cities include over half of Redi-Wheels riders. Cities with a small number of eligible riders have a higher percentage of active riders.

City	Paratransit Eligible Riders	Individuals who rode in FY 2026	% Active Riders
ATHERTON	14	10	71%
BELMONT	212	98	46%
BRISBANE	23	11	48%
BROADMOOR	20	8	40%
BURLINGAME	185	99	54%
COLMA	62	27	44%
DALY CITY	1003	469	47%
EAST PALO ALTO	172	67	39%
EMERALD LAKE HILLS	14	3	21%
FOSTER CITY	201	87	43%
HALF MOON BAY	199	8	4%
HIGHLANDS-BAYWOOD PARK	15	3	20%
HILLSBOROUGH	49	20	41%
MENLO PARK	209	76	36%
MILLBRAE	197	91	46%
MOSS BEACH	53	10	19%
NORTH FAIR OAKS	47	17	36%
PACIFICA	275	111	40%
PORTOLA VALLEY	12	4	33%
REDWOOD CITY	671	338	50%
SAN BRUNO	365	170	47%
SAN CARLOS	153	73	48%
SAN MATEO	805	370	46%
SOUTH SAN FRANCISCO	642	306	48%
WEST MENLO PARK	8	5	63%
WOODSIDE	12	2	17%

APPENDIX B: PARATRANSIT

This chart shows the distribution of paratransit trips by city in FY25 and FY26. While there is some variation, the trip patterns are similar. The largest cities (Daly City, San Mateo, Redwood City and South San Francisco) have the greatest number of trips. Popular destinations include dialysis centers, medical facilities, shopping and groceries.



FY26 Annual (July 2025-June 2026) Report



October 7, 2026

FY26 Notable Milestones

Jul 2025
- 10-year capital plan and permanent hydrogen fueling station plans adopted
- BidWeb (online bidding for operators) implemented

Aug 2025
- Bay Area TRANSFER Plan recommendations implemented at Daly City BART and Palo Alto Caltrain

Oct 2025
- Passenger Suspension Policy adopted
- Construction of BEB Charging Infrastructure at South Base started

Feb 2026
- Bus Stop Amenity Refresh Designs adopted

Mar 2026
- AI dash cameras on fixed route fleet approved

May 2026
- District HQ moved from San Carlos to Millbrae

Jun 2026
- Routes ECR and 397 started multi-year detour due to Caltrans' El Camino Real Roadway Renewal Project

Summary of FY26 Systemwide Performance

METRIC	GOAL	FY26	GOAL MET?
Boardings per revenue hour	15 or more	15.3	✓
Cost per passenger	$15 or less	$18.75	✗
Farebox recovery	8.5% or more	5.4%	✗
On-time performance	85%	82.1%	✗
Complaints per 10,000 boardings	<1	1.3	✗
Missed trips	<0.1%	0.02%	✓
Mean distance between service call	>25,000 miles	22,322 miles	✗
Mean distance between accident	>100,000 miles	61,050 miles	✗

FY26 Boardings per Revenue Hour

ROUTE CATEGORY	GOAL	BOARDINGS/ REVENUE HOUR	PERFORMANCE TIER[1]
Frequent	15	20.6	✓
Local	10	12.0	✓
School-Oriented	25	52.0	✓
Community	7	7.2	✓
Express & Limited Stop	16	6.1	✗
Owl	5	5.9	✓

[1] Performance Tier Legend

- Meeting Standard
- Monitoring
- Not Meeting Standard

ANNUAL DASHBOARD

July 2025 - June 2026 (FY26)



RIDERSHIP, SERVICE, & ON-TIME PERFORMANCE

Systemwide Overview



10,968,446

Boardings (+1.7%[1])

74 Routes

7.0M Revenue Miles

Service Categories
What types of service are available?

Revenue Hours
How much service is available?

Avg Weekday Ridership
How many people ride?

On-Time Performance[2]
How often is the bus on time?

	Service Categories	Revenue Hours	Avg Weekday Ridership	On-Time Performance[2]
15 min	**Frequent** 15-minute or better frequency, 7 days/week	40%	53%	80%
30 min	**Local** 30-minute or better frequency, 7 days/week	38%	30%	84%
60 min	**Community** 60-minute or better frequency, 5–7 days/week	11%	5%	83%
	School-Oriented Routes aligned with school bell times, 5 days/week	2%	9%	77%
	Express & Limited Stop Peak-only routes with few stops, 5 days/week	6%	3%	87%
Night	**Owl** Overnight routes, 7 days/week	2%	1%	75%
Special	**Special Routes** Unique purpose routes, 7 days/week	<1%	<1%	91%

85% Target

714.1K Total Revenue Hours

34.8K Systemwide Average

82.1% Systemwide Average

FARES

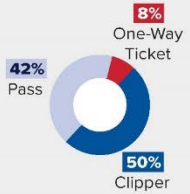
$11.8M Total Fare Revenue

$17.67 Subsidy per Passenger

Fare Type

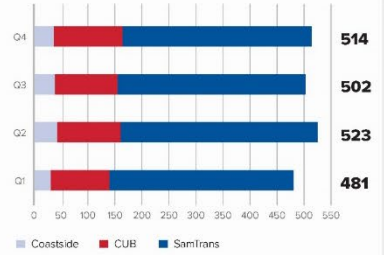


Payment Method



OPERATORS

Average Number of Operators
by Quarter & Provider



Gender

13% Women

87% Men

<1% Unspecified

ENVIRONMENT & SAFETY

Service Calls



1.1 Per 25,000 Miles (-0.9%[1])

Preventable Accidents



1.6 Per 100,000 Miles (-16.6%[1])

Fleet in Operation



8% Hybrid

3% Hydrogen

11% Electric

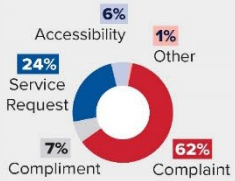
78% Diesel

RIDER EXPERIENCE

20.8 Trips Not Operated Per 100,000 Trips (-89.5%[1])

2.1 Comments Per 10,000 Boardings (+14.9%[1])

Comment Type



Trending Themes

32% Operators

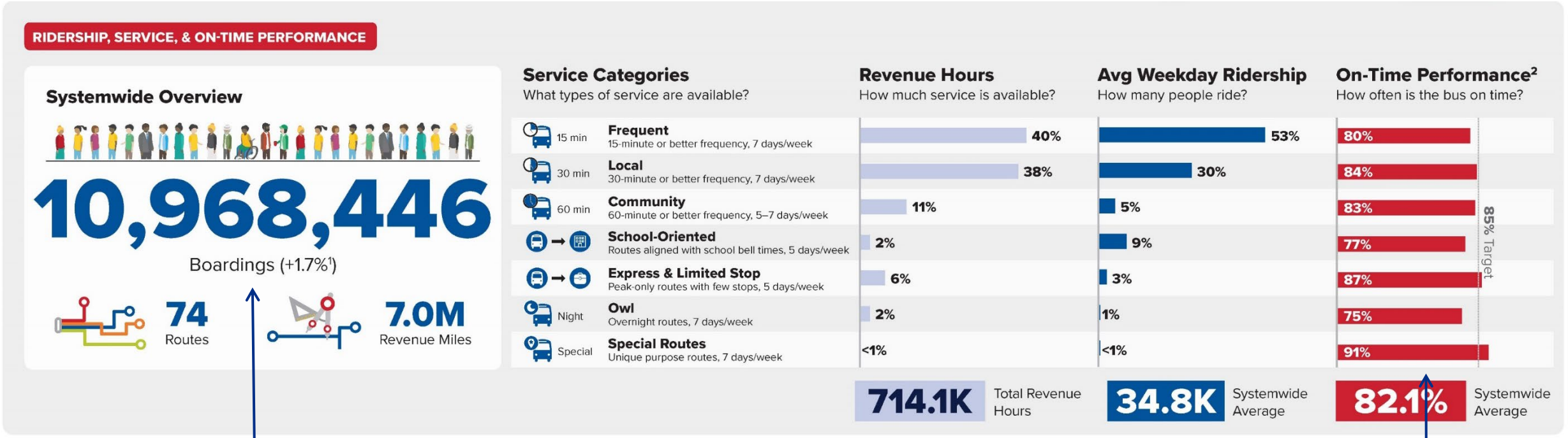
17% Pass Up

11% Late

[1] Percent change from the previous year (FY25).

[2] Buses are on-time if they depart a timepoint within 59 seconds before schedule or 4 minutes and 59 seconds after schedule.

Service Levels, Ridership, and On-Time Performance



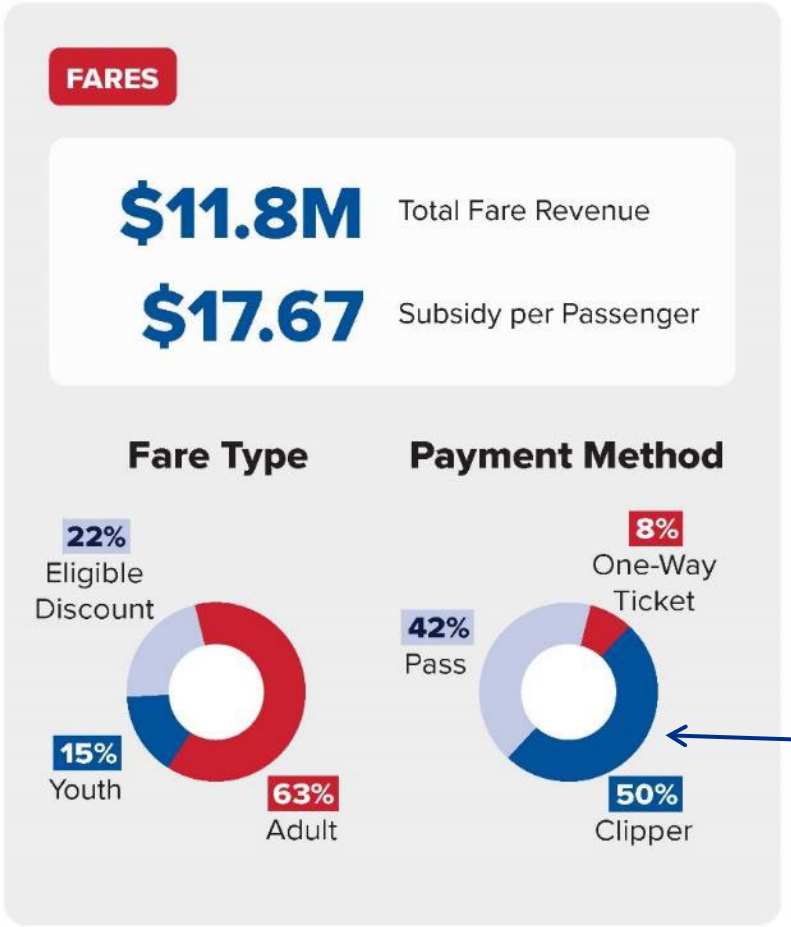
Ridership increased 1.7% YoY

On-time performance increased 0.4% YoY

[1] Percent change from the previous year (FY25)
[2] Buses are on-time if they depart a timepoints within 59 seconds before schedule or 4 minutes and 59 seconds after schedule

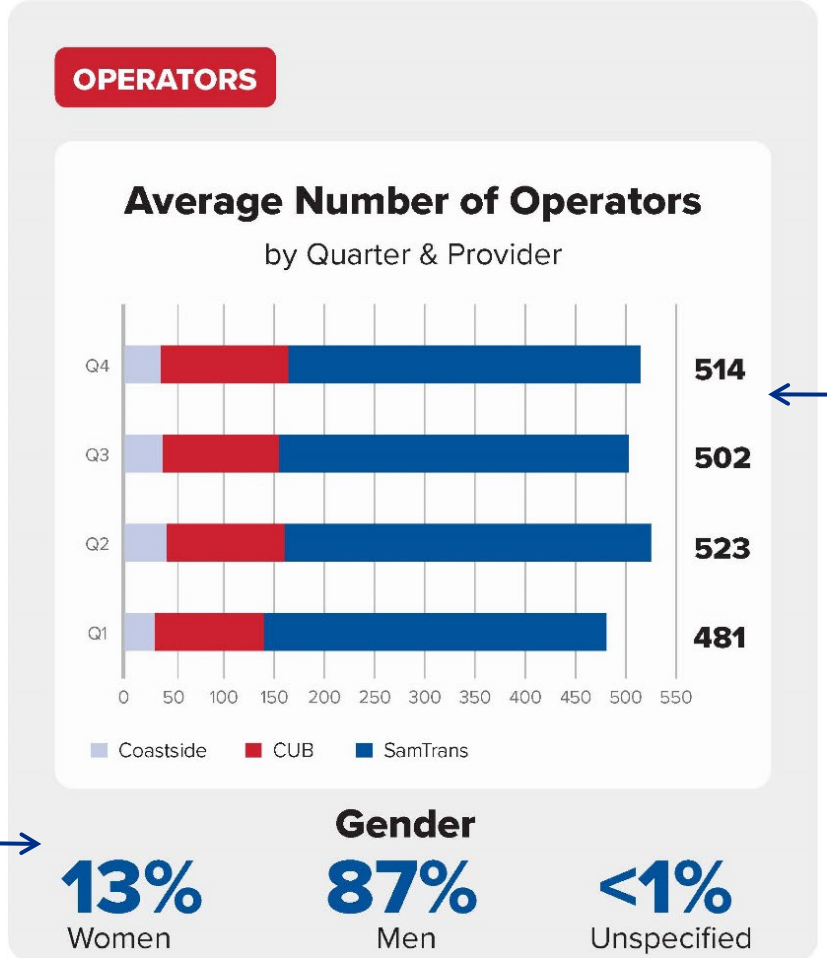
Fares

1.8% increase in subsidy per passenger YoY



Clipper use up 6.9% YoY, and Clipper START is up 32.6 % YoY

Operator Stats

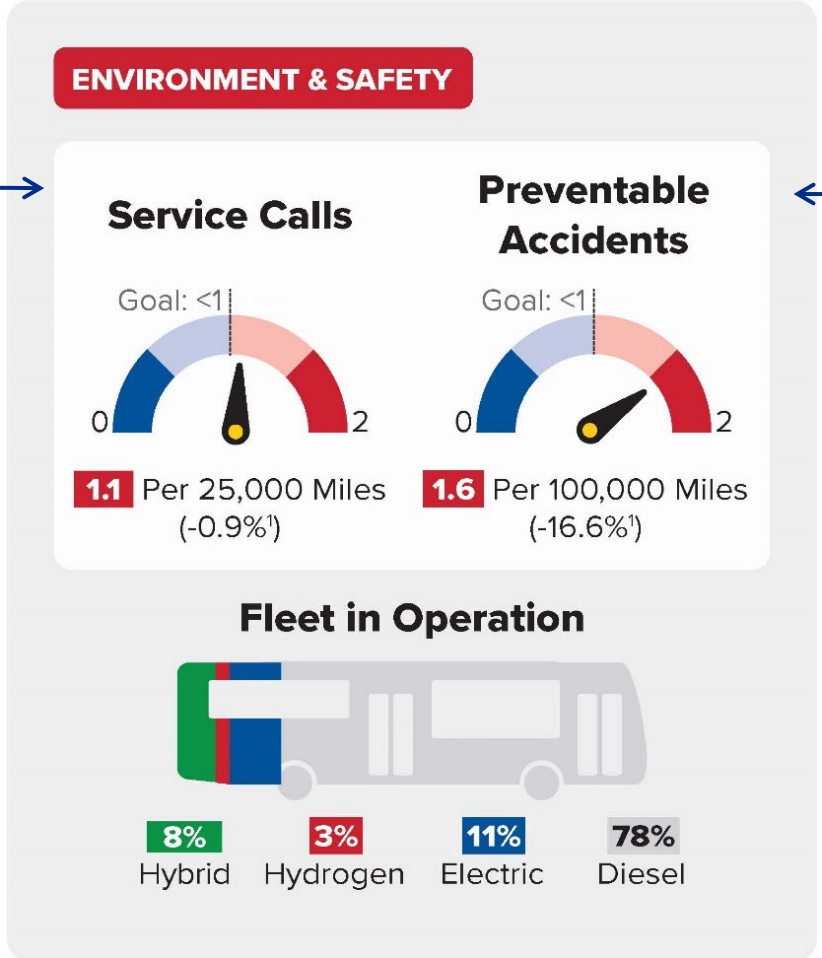


Met *Reimagine SamTrans* staffing goal at the end of Quarter 4.

Women remain underrepresented in the operator workforce. The share of women decreased 4.4% YoY.

Environment & Safety

Service calls frequency decreased 0.9% YoY

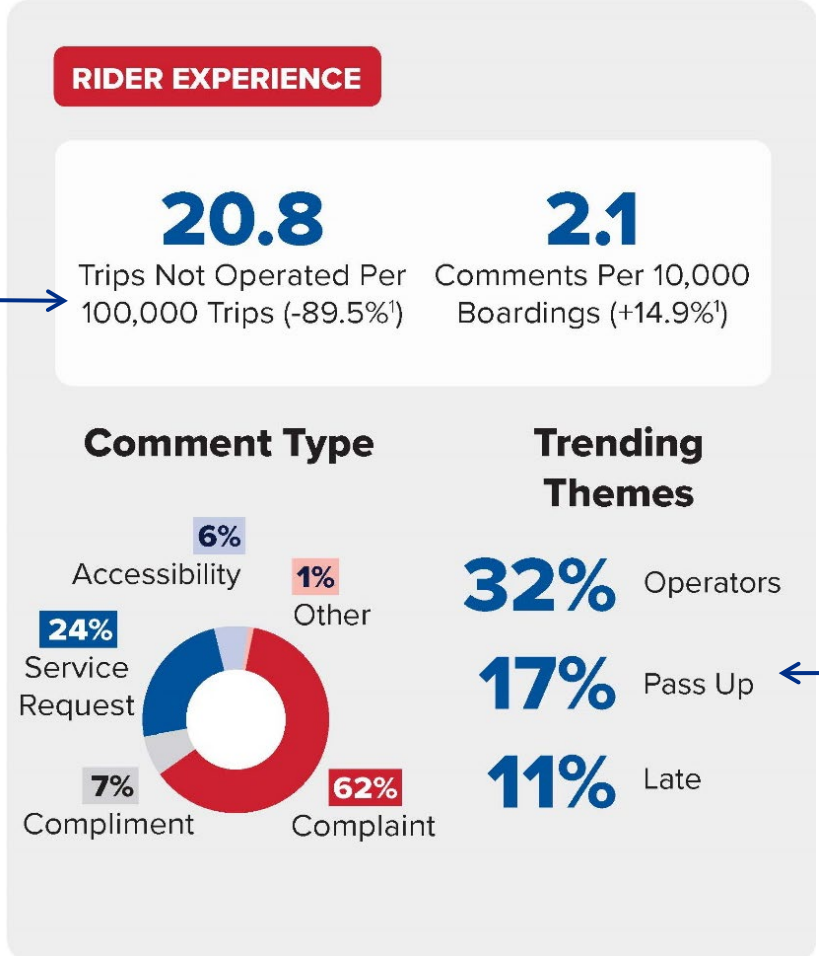


Preventable accidents frequency decreased 16.6% YoY

[1] Percent change from the previous year (FY25)

Rider Experience

Large YoY decrease in trips not operated due to larger workforce.



Operators and pass ups have consistently been the top feedback categories YoY.

[1] Percent change from the previous year (FY25)

Questions?



Thank You!

BOARD OF DIRECTORS 2026

MARIE CHUANG, CHAIR
BROOKS ESSER, VICE CHAIR
DAVID J. CANEPA
MARINA FRASER
JEFF GEE
RICO E. MEDINA
JOSH POWELL
PETER RATTO
JACKIE SPEIER

APRIL CHAN
GENERAL MANAGER/CEO

AGENDA

San Mateo County Transit District

Finance Committee Meeting
Committee of the Whole

October 7, 2026 – 2:20 pm

or immediately following the Community Relations Committee meeting

Public Hearing Room, 5th Floor
166 North Rollins Road, Millbrae, CA 94030

Committee Members: Rico E. Medina (Chair), Josh Powell, Jackie Speier

13.a.	Call to Order	
13.b.	Approval of Minutes of the Finance Committee Meeting of August 5, 2026	Motion
13.c.	Authorizing Exercise of Option to Purchase Gateway at Millbrae Station Building at 166 North Rollins Road in Millbrae, California for $126 Million and Proceeding with Actions to Finance Acquisition with Tax-Exempt Bonds Secured by Sales Tax Revenues	Motion
13.d.	Correcting Salary Ordinances Nos. 107, 108, 109, 110, and 111 in Compliance with California Public Employees Retirement System Requirement for Publicly Available Pay Schedules	Motion
13.e.	Adjourn	

Note:

- This Committee meeting may be attended by Board Members who do not serve on this Committee. In the event that a quorum of the entire Board is present, this Committee shall act as a Committee of the Whole. In either case, any item acted upon by the Committee or the Committee of the Whole will require consideration and action by the full Board of Directors as a prerequisite to its legal enactment.
- All items appearing on the agenda are subject to action by the Committee. Staff recommendations are subject to change by the Committee.

San Mateo County Transit District
Finance Committee Meeting / Committee of the Whole
Regular Meeting

166 North Rollins Road, Millbrae, California 94030

DRAFT Minutes of August 5, 2026

Members Present (In Person): Josh Powell, Jackie Speier, Rico E. Medina (Chair)

Members Absent: None

Other Board Members Present Constituting Committee of the Whole: David J. Canepa, Marie Chuang, Brooks Esser, Marina Fraser, Jeff Gee, Peter Ratto

Other Board Members Absent: None

Staff Present: J. Cassman, A. Chan, L. Lumina-Hsu, M. Rush, M. Tseng

10.a. Call to Order
Committee Chair Medina called the meeting to order at 3:31 pm.

10.b. Approval of Minutes of the Finance Committee Meeting of July 8, 2026
Motion/Second: Canepa/Ratto
Ayes: Canepa, Fraser, Gee, Medina, Powell, Ratto, Speier, Esser, Chuang
Noes: None
Abstain: None
Absent: None

10.c. Approving and Ratifying the Insurance Program for Fiscal Year 2027
Motion/Second: Canepa/Powell
Ayes: Canepa, Fraser, Gee, Medina, Powell, Ratto, Speier, Esser, Chuang
Noes: None
Abstain: None
Absent: None

10.d. Adjourn – The meeting adjourned at 3:46 pm.

DRAFT

San Mateo County Transit District
Staff Report

To: Board of Directors

Through: April Chan, General Manager/CEO

From: Josh Mello, Chief Planning Officer

Chris Andrichak, Chief Financial Officer

Peter Chao, Director of Real Estate and Development

Subject: **Authorizing Exercise of Option to Purchase Gateway at Millbrae Station Building at 166 North Rollins Road in Millbrae, California for $126 Million and Proceeding with Actions to Finance Acquisition with Tax-Exempt Bonds Secured by Sales Tax Revenues**

Action

Staff recommends that the Board of Directors (Board) authorize the General Manager/CEO or designee to exercise its option to purchase the San Mateo County Transit District (District) Headquarters (DHQ) building at 166 North Rollins Rd in Millbrae, California, also known as the Gateway at Millbrae Station building, from the current owner, SFIII Millbrae, LLC ("SFIII" or "Landlord"), affiliated with Swift Real Estate Partners ("Swift") (parent and managing entity), for a price of $126 million. More specifically, the recommended authority includes all of the following actions:

1. Deliver notice to SFIII that the District is exercising its option to purchase the DHQ for $126 million, subject to the terms set forth in Attachment H to the lease-to-purchase agreement;

2. Execute the purchase and sale agreement for the District to acquire the DHQ for $126 million, in a form generally consistent with Attachment H to the lease-to-purchase agreement between the District and the Landlord, and as approved by Legal Counsel;

3. Pay the requisite deposit of $3,780,000 into escrow for purchase of the building and $100 to SFIII for Independent Contract Consideration;

4. Undertake due diligence activities including, but not necessarily limited to, confirming the status of title to the building and conducting environmental, construction and/or other inspections that may be necessary to ensure it is in the District's best interest to close the purchase;

5. Support SFIII's efforts, if/as needed, to obtain the Bay Area Rapid Transit District's (BART's) approval for assignment of the associated ground lease from SFIII to the District;

6. With the help of the District's Municipal Financial Advisor Ross Financial and bond counsel Nixon Peabody, prepare for Board action to authorize issuance of tax-exempt financing, secured by sales tax revenues, for (a) acquisition of the DHQ, as well as associated tenant improvements, and (b) the District's North Base Operations and Maintenance facility, both as defined in Reimbursement Resolution No. 2026-14, adopted by the Board on March 4, 2026; and

7. Take any other actions that may be necessary to: (a) execute the purchase and sale agreement to acquire 166 North Rollins Road in Millbrae, California; (b) assume the ground lease for this property; (c) prepare for future Board action to authorize issuance of sales tax revenue bonds to fund purchase of the Gateway at Millbrae Station building and costs of the Building 200 Project, and (d) close the real property transactions, contingent upon finding that it remains in the District's best interest to acquire the DHQ after considering any significant findings from the due diligence process.

Significance

Exercising its option to purchase DHQ will provide the District with a new, permanent headquarters office building in a transit-oriented development at one of the largest intermodal stations in the western United States. This month is the District's first opportunity to exercise the option to purchase DHQ at the pre-negotiated price, set when the District entered into the lease-to-purchase agreement approved by the Board in December 2023.

Owning DHQ would eliminate the District's ongoing financial obligations for leasing the building and supporting common area maintenance activities performed by/for the Landlord, avoid future annual rent escalations, and provide greater long-term cost certainty and financial value than continued leasing. In addition, owning DHQ will provide the District with control over (and responsibility for) building maintenance, all common areas, leasing of several first floor retail spaces and the installation of desired amenities and improvements.

Finance staff recently updated a cost benefit financial analysis conducted for the District by a consultant in July 2025. The analysis evaluates the projected costs and benefits of ownership, including operating and property management costs; costs associated with mothballing the District's prior headquarters building in San Carlos; anticipated lease revenue from the Peninsula Corridor Joint Powers Board (JPB) and other potential tenants; and proposed financing costs, as compared with the projected costs of continued leasing. Based on the current assumptions, the analysis summarized in Table 1, below, indicates that acquiring DHQ and financing it through a 30-year bond issuance is expected to provide significant long-term cost savings compared with leasing the asset over the same 30-year period. As shown in the table, the anticipated present value cost of leasing the building for 30 years is approximately $360 million, compared to a present value cost of approximately $201 million to purchase the asset.

Table 1. Lease versus Purchase Costs over 30 Years Fiscal Year 2026-2056 (FY27-56)

30-Year Analysis	Lease ($M)	Purchase ($M)
Lease and Property Management	($607)	($41)
Operating Cost and Commissions	($213)	($228)
Capital Costs	($2)	($46)
Rental Revenue	$198	$272
Debt Service	-	($276)
Total Cost	**($624)**	**($319)**
Present Value Cost (3.35%)	**($360)**	**($201)**

Budget Impact

The cost of exercising the option to purchase DHQ includes multiple elements and can be funded in multiple ways. Staff will seek Board input on how to pay the associated costs.

The District's Finance team is evaluating a 30-year, variable rate, tax-exempt bond of $175.2 million. This amount includes an estimated $880,000 of transaction costs that would be paid when the financing closes. This financing structure optimizes cost, flexibility and funding capacity, while mitigating financial risk. The bond issuance would fund the purchase price of the DHQ project and tenant improvement (TI) capital expenditures. These expenditures are illustrated in Table 2, below, which summarizes preliminary cost estimates associated with four tax-exempt debt issuance scenarios at fixed and variable rates. As shown in Table 2, the 30-year bond provides the lowest cost of capital – estimated at 3.35 percent in true interest costs based on historical averages, equating to approximately $9.4 million in average annual debt service or $276 million in total debt service over the bond duration. In addition, the variable rate funding structure provides flexibility to pay down the bonds or re-finance at any time.

Table 2. Financing Scenarios

Tax-Exempt Scenario	Bond Amount ("Par")	Premium	Total Debt Issuance	Cost of Issuance	All-in True Interest	Annual Debt Service
(1) fixed rate	$128.0M	$5.0M	$133.0M	$643k	4.7%	$8.4M
(2) variable rate	$133.1M	-	$133.1M	$670k	3.35%	$7.1M
(3) fixed rate	$168.5M	$6.6M	$175.1M	$846k	4.7%	$11.0M
(4) variable rate	$175.2M	-	$175.2M	$880k	3.35%	$9.4M

Table 3, below, reflects the total purchase price and allocates TI costs for (a) space being utilized by the District and its governmental tenant (the JPB) (appearing together as "GOV"), (b) the vacant office space on half of the fourth floor, which staff expects to be rented for private business use (shown as "PBU"), and (c) first floor retail space. The TI costs were authorized by the Board in December 2024 pursuant to Resolution No. 2024-58, which increased the FY24-25 Capital budget by $37,586,093 for additional tenant improvement costs; Furniture, Fixtures and Equipment (FF&E); security systems; project management services, and other costs not covered by the Landlord. Not funded from the tax-exempt bond proceeds are the due diligence, closing prorations, and acquisition closing costs to be determined before close. Of note, the first floor retail space is partially vacant at this time; the District is engaging its broker in the transaction, CBRE Group, Inc. (CBRE), to provide a comprehensive marketing plan for the vacant retail space. The specific TI amounts needed for the first floor retail units will be negotiated as part of the rent and lease packages with prospective new tenants.

Table 3. Project Costs by Use

	Project Costs ($M)	% Project Costs
HQ Purchase Price (Incl Parking)	$126.0	72.3%
TI (Office - GOV)	$33.6	19.3%
TI (Office - PBU)	$4.0	2.3%
TI (Retail)	$10.7	6.1%
Total Project Cost	**$174.3**	**100%**

Under Federal tax law, the District can only issue tax-exempt bonds for the GOV portions of DHQ, which are allocable to District and JPB use. For costs associated with the PBU portion, the District could either (a) issue taxable bonds or (b) use cash reserves. If the Board desires for the District to offset the use of cash reserves, the District could expand the scope of the DHQ bonds to fund capital expenditures in an amount equal to or less than the PBU expenses, and utilize the tax-exempt bond proceeds to fund other capital projects costs in the District's Capital Improvement Plan. (This approach would, in effect, allow the District to issue tax-exempt bonds for the full amount of the total Project Costs, but use the funds entirely for governmental projects). Table 4, below, shows the total project cost in terms of work elements and governmental versus private use. In this table, the $126 million HQ purchase price is split between government and private office space based on the DHQ square footage used for each type of use. As discussed above with option (b), the District could issue tax-exempt bonds equal to the full DHQ project cost of $174.3 million, but use $41.9 million in bond proceeds not for DHQ, but rather, for other tax-exempt-eligible capital costs. This would allow the District to issue only tax-exempt debt to maximize available funding.

Table 4. Governmental versus Private Business Use Projects Costs

	Project Costs ($M)	**Description**
Governmental Use (GOV) Portion	$132.4	Proportional share of purchase price based on square footage and TIs for government use
Private Business Use (PBU) Portion	$41.9	Proportional share of purchase price based on square footage and TIs for private use
Total Project Cost	**$174.3**	

The Board's ad hoc committee of Chair Chuang, Vice Chair Esser and Directors Gee and Speier endorsed this approach. If the Board agrees with this approach, staff will bring an action back for further consideration prior to the issuance of the Bonds, which will include a not-to-exceed bond amount, a list of the projects to be financed, updated borrowing cost estimates, and accompanying financing documents.

Background

In December 2023, the Board authorized the General Manager/CEO to enter into a lease with the option to purchase DHQ for $126 million. The option can be exercised after the District has paid at least eight months of rent – effectively October 1, 2026 – and no later than 30 months after the earlier of when the District moved into the building or when building improvements were substantially complete (December 2025).

Upon execution of the purchase and sale agreement, the District will have 60 days to conduct due diligence, with a target closing date 30 days after the expiration of the due diligence period. A due diligence budget (estimated $150,000) will be needed for an appraisal, inspections, investigations, surveys, title report, physical condition of the improvements, and the economic status of the leasehold property. In addition, a deposit amount of $3.78 million will be deposited with an escrow agent. A formal appraisal was conducted by CBRE with a leasehold value of $163.8 million as of December 2025. That appraisal assumed execution of the District's current lease. An updated appraisal is being commissioned and will be ready before the closing of this purchase.

The DHQ building was built in 2023, and is a approximately 180,000 square foot, six-story building with approximately 157,000 square feet of office space, about 23,000 square feet of first-floor retail space and both public and tenant and/or owner parking. The building is also subject to a 99-year ground lease with the Bay Area Rapid Transit District (BART).

After the District entered into the lease-to-purchase agreement with then-owner Gateway Millbrae Office, LLC (then under Republic Urban, LLC), the building was sold to SFIII Millbrae, LLC for $47.7 million. Since the lease was executed, the "cold shell" of the building has been "warmed up" with tenant improvements and the District, Peninsula Corridor Joint Powers Board (JPB), and San Mateo County Transportation Authority (SMCTA) moved into the space in May 2026. Currently three market-ready office suites are available for sublease, totaling 17,458 rentable square feet. Approximately 15,000 square feet of street-level rentable vacant retail space is available on the market. If the District purchases the building, it will obtain a comprehensive leasing and marketing plan from CBRE for the retail portion, including a detailed TI buildout plan with cost estimates. The buildout will cater to the type of retail use that best optimizes the economic value and enhancement of the property.

The District's real estate team is following current best practices for building management. Staff has begun a procurement process for a third-party property management company to oversee day-to-day maintenance operations and associated annual budgets. The property manager would be responsible for entering into service contracts to conduct regular inspections and maintenance of the large building components (HVAC, elevators, roof, plumbing, etc.). Staff also has begun working with leasing brokers to assist in the leasing of available retail and office space.

Prepared By:	Josh Mello	Chief Planning Officer	650-508-6278
	Chris Andrichak	Chief Financial Officer	650-759-4103
	Peter Chao	Director of Real Estate and Development	650-508-6223

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Resolution No. 2026-

Board of Directors, San Mateo County Transit District
State of California

*** * ***

Authorizing Exercise of Option to Purchase Gateway at Millbrae Station Building at 166 North Rollins Road in Millbrae, California for $126 Million and Proceeding with Actions to Finance Acquisition with Tax-Exempt Bonds Secured by Sales Tax Revenues

Whereas, pursuant to Resolution No. 2023-59, the Board of Directors (Board) authorized the San Mateo County Transit District (District) to enter into a lease-to-purchase agreement for the Gateway at Millbrae Station, located at 166 North Rollins Road, Millbrae, California 94030 (now referred to as the "District Headquarters" or "DHQ"), adjacent to the Millbrae Bay Area Rapid Transit District (BART) and Caltrain Stations, with the understanding that the interior of the building still needed to be constructed and improved before it would be ready for use by the District and its future subtenants and tenants; and

Whereas, the DHQ, which is subject to a 99-year ground lease with BART, has approximately 180,000 square feet of rental space, made up of approximately 157,000 square feet of office space (including approximately 105,000 square feet being used by the District and 30,000 square feet being subleased by the Peninsula Corridor Joint Powers Board for its headquarters) and approximately 23,000 square feet of first-floor retail space; and

Whereas, the lease-to-purchase agreement set forth the terms of the District's lease (for up to 146 months), established responsibilities for funding and completing construction of the building and installation of tenant improvements, and provided an option for the District to purchase the DHQ for $126 million within 30 months of moving in or substantial completion of build-out; and

Whereas, when the District executed the lease-to-purchase agreement, the DHQ was owned by the developer, Gateway Millbrae Office, LLC; however, the developer later sold its interest (subject to the terms of the District's lease-to-purchase agreement) to SFIII Millbrae, LLC ("SFIII" or "Swift"); and

Whereas, the lease-to-purchase agreement provided for the District to pay at least eight months of rent before the District could exercise its option to purchase the DHQ, which requirement was met as of October 1, 2026; and

Whereas, staff and the Board's Headquarters Ad Hoc Committee recommend that the Board authorize the General Manager/CEO or designee to:

1. Deliver notice to SFIII that the District is exercising its option to purchase the DHQ for $126 million, subject to the terms set forth in Attachment H to the lease-to-purchase agreement;
2. Execute the purchase and sale agreement for the District to acquire the DHQ for $126 million, in a form generally consistent with Attachment H to the lease-to-purchase agreement and as approved by Legal Counsel;
3. Pay the requisite deposit of $3,780,000 into escrow for purchase of the building and $100 to SFIII for Independent Contract Consideration;
4. Undertake due diligence activities including, but not necessarily limited to, confirming the status of title to the building and conducting environmental, construction and/or other inspections that may be necessary to ensure it is in the District's best interest to close the purchase;

5. Support SFIII's efforts, if/as needed, to obtain BART's approval for assignment of the ground lease for the property from SFIII to the District;
6. With the help of the District's Municipal Financial Advisor Ross Financial and bond counsel Nixon Peabody LLP, prepare for Board action to authorize the issuance of tax-exempt financing and taxable financing, if necessary, secured by sales tax revenues, for (a) the HQ Project, as well as associated tenant improvements, and (b) the Building 200 Project at the District's North Base Operations and Maintenance facility, all as defined in Reimbursement Resolution No. 2026-14, adopted by the Board on March 4, 2026; and
7. Take any other actions that may be necessary to: (a) execute the purchase and sale agreement to acquire 166 North Rollins Road in Millbrae, California; (b) assume the ground lease for this property; (c) prepare for future Board action to authorize issuance of sales tax revenue bonds to fund purchase of the Gateway at Millbrae Station building and costs of the Building 200 Project, and (d) close the real property transactions, contingent upon finding that it remains in the District's best interest to acquire the DHQ after considering any significant findings from the due diligence process.

Now, Therefore, Be It Resolved that the Board of Directors of the San Mateo County Transit District hereby authorizes the General Manager/CEO or designee to take the actions enumerated above to facilitate purchase of the Gateway at Millbrae Station building, located at 166 North Rollins Road in Millbrae, California.

Regularly passed and adopted this 7th day of October, 2026 by the following vote:

Ayes:

Noes:

Absent:

_____
Chair, San Mateo County Transit District

Attest:

_____
District Secretary

LEASE

GATEWAY MILLBRAE OFFICE LLC,
a Delaware limited liability company

as Landlord,

and

SAN MATEO COUNTY TRANSPORTATION DISTRICT,
a public agency

as Tenant

SUMMARY OF BASIC LEASE INFORMATION

This Summary of Basic Lease Information (the "**Summary**") is hereby incorporated into and made a part of the attached Lease. Each reference in the Lease to any term of this Summary shall have the meaning as set forth in this Summary for such term. In the event of a conflict between the terms of this Summary and the Lease, the terms of the Lease shall prevail. Any capitalized terms used herein and not otherwise defined herein shall have the meaning as set forth in the Lease.

	TERMS OF LEASE (References are to the Lease)	**DESCRIPTION**
1.	Date:	December 18, 2023
2.	Landlord:	GATEWAY MILLBRAE OFFICE LLC, a Delaware limited liability company
3.	Address of Landlord (Section 24.19):	c/o Republic Urban Properties LLC 1098 Lincoln Avenue, Suite 200 San Jose, California 95125 Attention: Michael Van Every With copies to: Scott M. Pritchett President Commercial Operations Woodmont Real Estate Services 1050 Ralston Avenue, Belmont, CA 94002
4.	Tenant:	SAN MATEO COUNTY TRANSPORTATION DISTRICT, a public agency
5.	Address of Tenant (Section 24.19):	SamTrans 1250 San Carlos Ave San Carlos, CA 94070 Attention: April Chan, General Manager & CEO Email: chana@samtrans.com With a copy to: Hanson Bridgett LLP 425 Market Street, 26th Floor San Francisco, CA 94 Attention: Joan L. Cassman, General Counsel Email: jcassman@hansonbridgett.com (Prior to Lease Commencement Date) SamTrans 166 North Rollins Road Millbrae, California 94030 Attention: April Chan, General Manager & CEO Email: chana@samtrans.com With a copy to: Hanson Bridgett LLP 425 Market Street, 26th Floor San Francisco, CA 94 Attention: Joan L. Cassman, General Counsel Email: jcassman@hansonbridgett.com (After Lease Commencement Date)

6.2	Building:	The Premises are located in the "Building" whose address is 166 North Rollins Road, Millbrae, California 94030 (the "**Building**"). The Building is comprised of the Premises and approximately 22,476 rentable square feet of retail space on the ground floor (the "**Retail Space**") and a parking garage on the ground floor, the first (1st) floor and the second (2nd) floor of the Building (the "**Garage**").
6.3	Project:	That certain commercial project consisting of several multi-use buildings constructed around the Millbrae BART station on the Real Property commonly known as "Gateway at Millbrae Station", of which the Building and the Premises are a part, which Project is depicted on the site plan attached hereto as **Exhibit A**. Tenant acknowledges that portions of the Project may be developed as residential multifamily apartment units, retail space and a hotel with approximately 164 rooms (the "**Hotel**").
7.	Term (Article 2).	
7.1	Lease Term:	One Hundred Forty-Six (146) months.
7.2	Options to Extend:	Two (2) Option Terms of Sixty (60) months each.
7.3	Lease Commencement Date:	The earlier of (i) the date Tenant commences business operations in the Premises, or (ii) the date the Tenant Improvements have been substantially completed by Landlord pursuant to the Work Schedule (as defined in the Tenant Work Letter attached hereto as **Exhibit C**), which Lease Commencement Date is anticipated to be the date that is fifteen (15) months after the date that each of the Work Schedule (as defined in the Tenant Work Letter) and the general contractor for the Tenant Improvements is approved by Landlord and Tenant, subject to Force Majeure and any Tenant Delays (as hereinafter defined).
7.4	Lease Expiration Date:	The last day of the One Hundred Forty-Sixth (146th) month of the Term of the Lease, unless sooner terminated or extended in accordance with the provisions of this Lease.
7.5	Amendment to Lease:	Subject to Article 2 of Lease, Landlord and Tenant may confirm the Lease Commencement Date and Lease Expiration Date in an Amendment to Lease (**Exhibit D**).
8.	Base Rent (Article 3):	The Base Rent schedule set forth below is based on the square footage of the Premises set forth in Section 6.1 of this Summary above plus an additional Eight Hundred Eighty Two (882) square feet that consists of the ground floor lobby.

Months	Dollars Per Square Foot Per Month	Approximate Dollars Per Month	Approximate Dollars Per Annum (or applicable portion)
1 – 2*	$0.00	$0.00	$0.00
3 – 12	$5.35	$843,662.90	$8,436,629.00
13 – 24	$5.51	$868,972.79	$10,427,673.44
25 – 30	$5.68	$895,041.97	$5,370,251.82
31 – 36**	$5.93	$934,465.47	$5,606,792.82
37 – 48	$6.10	$962,499.43	$11,549,993.22
49 – 60	$6.29	$991,374.42	$11,896,493.01
61 – 72	$6.48	$1,021,115.65	$12,253,387.80
73 – 84	$6.67	$1,051,749.12	$12,620,989.44
85 – 96	$6.87	$1,083,301.59	$12,999,619.12
97 – 108	$7.08	$1,115,800.64	$13,389,607.69
109 – 120	$7.29	$1,149,274.66	$13,791,295.93
121 – 132	$7.51	$1,183,752.90	$14,205,034.80
133 – 144	$7.73	$1,219,265.49	$14,631,185.85
145 – 146	$7.96	$1,255,843.45	$2,511,686.90

*Tenant shall not be obligated to pay this amount of Base Rent so long as Tenant is not in default under this Lease, as more particularly described in Article 3 below.

**Effective as of the beginning of the thirty-first (31st) month after the Lease Commencement Date, the Base Rent increases by an additional $0.25 per square foot in the event Tenant does not exercise its Purchase Option (as defined and described in Article 24 below), as shown in the table above.

In the event the Option Term(s) are exercised, Base Rent for the Option Term(s) shall be payable as set forth in Section 3.2 below.

9.	Tenant's Share of Direct Expenses (Section 4.2.7):	One Hundred Percent (100%) of the rentable square feet of the Building available for use and occupancy by office tenants.
10.	Security Deposit:	Not Applicable.
11.	Parking (Article 23):	Non-exclusive use of all the unreserved parking spaces available to the public in the Garage and exclusive use of the parking spaces dedicated to office tenants of the Building. A parking plan for the Garage is attached as **Exhibit J** for convenience.
12.	Broker (Section 24.25):	CBRE Inc., representing Landlord and Tenant.

SUMMARY OF BASIC LEASE INFORMATION i

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J PARKING PLAN

LEASE

This Lease, which includes the preceding Summary and the exhibits attached hereto and incorporated herein by this reference (the Lease and Summary and the exhibits to be known sometimes collectively hereafter as the "**Lease**"), dated as of the date set forth in Section 1 of the Summary, is made by and between GATEWAY MILLBRAE OFFICE LLC, a Delaware limited liability company ("**Landlord**"), and SAN MATEO COUNTY TRANSPORTATION DISTRICT, a public agency ("**Tenant**").

ARTICLE 1.
REAL PROPERTY, BUILDING AND PREMISES

1.1 Real Property, Building and Premises. Upon and subject to the terms, covenants and conditions hereinafter set forth in this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises set forth in Section 6.1 of the Summary (the "**Premises**"), which Premises are located in the Building defined in Section 6.2 of the Summary (the "**Building**") constructed on the Real Property. The outline of the floor plan of the Premises is set forth in **Exhibit B** attached hereto. The Building is part of the Project. As used in this Lease, the (i) the Building, (ii) the other buildings in the Project, (iii) any outside plaza areas, land and other improvements surrounding the Building and other buildings in the Project, including the garage parking facilities servicing the Building (collectively, the "**Parking Facilities**") which are designated from time to time by Landlord as common areas (or parking facilities, as the case may be) appurtenant to or servicing the Building and other buildings in the Project, (iv) at Landlord's discretion, any additional real property, common areas, buildings or other improvements added thereto pursuant to Section 1.4 below and (v) the land upon which any of the foregoing are situated, are herein sometimes collectively referred to herein as the "**Real Property**". For the avoidance of doubt, "Real Property" includes the "**Common Facilities**" defined in and referred to in that certain Declaration of Master Covenants, Conditions and Restrictions and Reciprocal Easements for Gateway at Millbrae Station dated December 4, 2019 and recorded in the Office of the Recorder of the County of San Mateo, State of California on December 4, 2019 with Recorders Serial No. 2019-102568 (the "**Declaration**"). Tenant acknowledges that Landlord has made no representation or warranty regarding the condition of the Real Property except as specifically set forth in this Lease or the Tenant Work Letter. Tenant is hereby granted the right to the nonexclusive use of the common corridors and hallways, stairwells, elevators, restrooms, mail room servicing the Building, lobbies, and other public or common areas located on the Real Property; provided, however, that the manner in which such public and common areas are maintained and operated shall be at the reasonable discretion of Landlord and the use thereof shall be subject to the rules, regulations and restrictions attached hereto as **Exhibit E**, as the same may be reasonably modified by Landlord from time to time (collectively, "**Rules and Regulations**"). Landlord will promptly notify Tenant in writing of any such modifications to the Rules and Regulations. Notwithstanding the foregoing or anything contained in this Lease to the contrary, (x) Landlord has no obligation to expand or otherwise make any improvements within the Project, including, without limitation, any of the outside plaza areas, walkways, driveways, courtyards, public and private streets, transportation facilitation areas and other improvements and facilities at the Project (as the same may be modified by Landlord from time to time without notice to Tenant), other than Landlord's obligations (if any) specifically set forth in the Tenant Work Letter, and (y) Landlord shall have the right from time to time to include or exclude any improvements or facilities within the Project at Landlord's sole election, as more particularly set forth in Section 1.4 below.

1.2 Condition of Premises. Except as expressly set forth in this Lease and in the Tenant Work Letter attached hereto as **Exhibit C**, Landlord shall not be obligated to provide or pay for any improvement, remodeling or refurbishment work or services related to the improvement, remodeling or refurbishment of the Premises, and Tenant shall accept the Premises in its "As Is" condition on the Lease Commencement Date. Notwithstanding the foregoing, Landlord shall permit Tenant to enter the Premises prior to the Lease Commencement Date, without payment of rent, to install Tenant's furnishings, fixtures and equipment and/or complete any tenant improvements outside the scope of the Tenant Work Letter as approved in writing by Landlord, provided such early entry will not cause a delay in the substantial completion of the Warm Shell Improvements (as defined in the Tenant Work Letter) and the Tenant Improvements and/or in the issuance of permits associated with the completion of such improvements and Tenant shall be required to coordinate such entry with Landlord and its general contractor in advance.

1.3 Intentionally Omitted.

1.4 Landlord's Use and Operation of the Building, Real Property, and Common Areas. Landlord reserves the right from time to time without notice to Tenant for it, the other owners of portions of the Project and/or the "Association" (as such term is defined in the Declaration) (i) to temporarily close any of the common areas of the Real Property; (ii) to make changes to the common areas of the Real Property, including, without limitation, changes in the location, size, shape and number of street entrances, driveways, ramps, entrances, exits, passages, stairways and other ingress and egress, direction of traffic, landscaped areas, loading and unloading areas, and walkways; (iii) to add additional buildings and improvements to the common areas of the Real Property and the Project; (iv) to remove buildings and land from the common areas of the Real Property and the Project; (v) to designate land outside the Real Property to be part of the Real Property, and in connection with the improvement of such land to add additional buildings and common areas to the Project; (vi) to use the common areas of the Project while engaged in making additional improvements, repairs or alterations to the Real Property or to any adjacent land, or any portion thereof; and (vii) to do and perform such other acts and make such other changes in, to or with respect to the Real Property and the Project, the common areas of the Project and the Building or the expansion thereof as Landlord may, in the exercise of sound business judgment, deem to be appropriate, provided that any such action Landlord performs under subsections (i) through (vii) above does not unreasonably interfere with Tenant's access and/or use of the Premises or Garage.

reasonably requested by Tenant (collectively, the "**Due Diligence Materials**"). Tenant will review and examine the Due Diligence Materials as Tenant deems necessary.

ARTICLE 2.
LEASE TERM

2.1 Lease Term. The terms and provisions of this Lease shall be effective as of the date of this Lease except for the provisions of this Lease relating to the payment of Rent. The term of this Lease (the "**Lease Term**") shall be as set forth in Section 7.1 of the Summary and shall commence on the date (the "**Lease Commencement Date**") set forth in Section 7.3 of the Summary (subject, however, to the terms of the Tenant Work Letter), and shall terminate on the date (the "**Lease Expiration Date**") set forth in Section 7.3 of the Summary, unless this Lease is sooner terminated or extended as hereinafter provided. For purposes of this Lease, the term "**Lease Year**" shall mean each consecutive twelve (12) month period during the Lease Term, provided that the last Lease Year shall end on the Lease Expiration Date. Subject to Force Majeure and Tenant Delay, if Landlord does not deliver possession of the Premises to Tenant on or before the anticipated Lease Commencement Date (as set forth in Section 7.3(ii) of the Summary), then Tenant shall be entitled to a day-for-day abatement of Base Rent (as defined below) for each day following the Lease Commencement Date until Landlord's delivery of the Premises to Tenant. In the event that the Lease Commencement Date is a date which is other than the anticipated Lease Commencement Date set forth in Section 7.3(ii) of the Summary, within a reasonable period of time after the date Tenant takes possession of the Premises Landlord shall deliver to Tenant an amendment to lease in the form attached hereto as **Exhibit D**, setting forth the Lease Commencement Date and the Lease Expiration Date, and Tenant shall execute and return such amendment to Landlord within five (5) business days after Tenant's receipt thereof. If Tenant fails to execute and return the amendment within such 5-business day period, Tenant shall be deemed to have approved and confirmed the dates set forth therein, provided that such deemed approval shall not relieve Tenant of its obligation to execute and return the amendment. In the event that Landlord does not deliver such amendment to Tenant, the Lease Commencement Date shall be deemed to be the anticipated Lease Commencement Date set forth in Section 7.3(ii) of the Summary, subject to Tenant's right to the Base Rent abatement provided above. For purposes of this Lease, the term "**Tenant Delay**" shall mean any actual delay in the substantial completion of the Tenant Improvements by Landlord pursuant to the Tenant Work Letter to the extent directly resulting from or directly attributable to (a) the failure by Tenant or its employees, agents or contractors to act or respond within a time period or by a deadline as may be expressly required under the terms of the Tenant Work Letter attached hereto as **Exhibit C**, (b) Tenant's selection of any Non-Standard Improvements (as defined in the Tenant Work Letter), (c) Tenant's request for a change to the Tenant Improvement Plans that Landlord's general contractor for the Tenant Improvements reasonably determines will have the effect of materially lengthening the Work Schedule (as defined in the Tenant Work Letter), and/or (d) interference by Tenant or its employees, agents or contractors with the construction of the Tenant Improvements.

2.2 Extension Options. Provided that Tenant is not in default of any provision of this Lease (beyond any applicable cure period) at the time of exercise of an option to extend provided herein or at any time thereafter prior to the commencement of the applicable "**Option Term**" (as hereinafter defined), Tenant shall have the option to extend the Term for the additional period(s) set forth in Section 7.2 of the Summary (each such period being referred to herein as an "**Option Term**") only by giving Landlord written notice (each, an "**Option Notice**") no earlier than fifteen (15) months prior to, and no later than twelve (12) months before, the expiration of the then applicable Lease Term. All of the terms, covenants, conditions, provisions and agreements applicable to the initial Term shall be applicable to the Option Terms, except that the Base Rent payable during each Option Term shall be as set forth in Section 8 of the Summary and Section 3.2 below and Landlord shall have no obligation to make further improvements to the Premises or pay to Tenant any tenant improvement allowance except as otherwise may be agreed to in writing between the parties. The option to extend the Term pursuant hereto by the Option Terms shall be personal to the original Tenant signatory to this Lease and shall not be exercisable by or for the benefit of any Transferee of Tenant other than a Transferee in connection with a "**Permitted Transfer**" pursuant to Section 14.7 below. All references in this Lease to the "Lease Term" shall be deemed to mean the initial Lease Term as extended by the Option Terms, as applicable.

ARTICLE 3.
BASE RENT

3.1 Base Rent During the Initial Lease Term. Tenant shall pay, without notice or demand, to Landlord or Landlord's agent at the management office of the Building, or at such other place as Landlord may from time to time designate in writing, in currency, ACH, or a check for currency which, at the time of payment, is legal tender for private or public debts in the United States of America, base rent ("**Base Rent**") as set forth in Section 8 of the Summary, commencing on the Lease Commencement Date and payable in equal monthly installments as set forth in Section 8 of the Summary in advance on or before the fifth (5^{th}) day of each and every month during the Lease Term, without any setoff or deduction whatsoever. If any rental payment date (including the Lease Commencement Date) falls on a day of the month other than the first (1^{st}) day of such month or if any rental payment is for a period which is shorter than one month, then the rental for any such fractional month shall be a proportionate amount of a full calendar month's rental based on the proportion that the number of days in such fractional month bears to the number of days in the calendar month during which such fractional month occurs. All other payments or adjustments required to be made under the terms of this Lease that require proration on a time basis shall be prorated on the same basis. If, during the twenty-four (24) month period following the Lease Commencement Date, Tenant is in default of any term, condition or provision of this Lease beyond applicable notice and grace periods, to the fullest extent permitted by law, any express or implicit waiver by Landlord of Tenant's requirement to pay Base Rent during any period of time from and after the Lease

(b) Within thirty (30) days after receiving Tenant's Option Notice, Landlord shall provide Tenant with Landlord's good faith estimate of the fair market rent for the applicable Option Term. If Tenant objects to Landlord's determination of the fair market rent of the Premises for an Option Term, Tenant shall, within thirty (30) days after receipt of Landlord's notice, notify Landlord in writing that Tenant disagrees with Landlord's determination of fair market rent, whereupon Landlord and Tenant shall meet and attempt to resolve such disagreement. In the event that Landlord and Tenant are unable to agree upon the fair market rent of the Premises within thirty (30) days following Tenant's objection notice, then the fair market rent shall be determined by appraisal in the manner provided in Section 3.2(c) below. Until such appraisal procedures are completed or the Base Rent for the applicable Option Term is otherwise determined pursuant hereto, Tenant shall continue to pay to Landlord the amount of Base Rent due immediately preceding the commencement of the applicable Option Term. After such appraisal procedure is completed and the fair market rent for the applicable Option Term is established or the Base Rent is otherwise established, either (i) Tenant shall immediately make payment to Landlord for any underpayment of Base Rent owing for prior months, or (ii) Landlord shall immediately make payment to Tenant for any overpayment of Base Rent owing for prior months.

(c) The process for determining the fair market rent of the Premises for an Option Term by appraisal shall be as follows: The Premises shall be appraised by an MAI appraiser with no less than five (5) years of experience appraising office property in San Mateo County, CA chosen by Landlord ("**First Appraisal**") and the resulting appraisal report forwarded to Tenant within thirty (30) days following the end of the thirty (30) day period during which Landlord and Tenant attempt to negotiation the fair market rent provided in Section 3.2(b) above. If the First Appraisal is deemed unacceptable by Tenant, then Tenant shall so advise Landlord in writing within twenty (20) days after receipt of the First Appraisal and Tenant shall engage an MAI appraiser with no less than five (5) years of experience appraising office property in San Mateo County, CA to appraise the Premises ("**Second Appraisal**") and the resulting appraisal report shall be forwarded to Landlord within thirty (30) days following Tenant's notice regarding the unacceptability of the First Appraisal. In the event Tenant fails to meet either of the time periods set forth above, Tenant shall be deemed to have approved the First Appraisal as the fair market rent of the Premises for the applicable Option Term. In the event Landlord deems the Second Appraisal to be unacceptable, then Landlord shall advise Tenant within ten (10) days after receipt of the Second Appraisal, and the first appraiser and second appraiser shall together choose, within fifteen (15) days of Landlord's notice of objection to the Second Appraisal, a third MAI appraiser with no less than five (5) years of experience appraising office property in San Mateo County, CA who shall appraise the Premises ("**Third Appraisal**") and forward the resulting appraisal report to Landlord and Tenant within thirty (30) days following appointment of the third MAI appraiser. The cost of the First Appraisal shall be borne by Landlord. The cost of the Second Appraisal shall be borne by Tenant. The cost of the Third Appraisal shall be shared equally between Landlord and Tenant. If the Third Appraisal is greater than the highest appraisal or lower than the lowest appraisal given by the first appraiser and second appraiser, then the fair market rent rate shall be the average of the First Appraisal and the Second Appraisal. If the Third Appraisal is not greater than the highest appraisal nor lower than the lowest appraisal determined by the first appraiser and second appraiser, then the fair market rent rate shall be the sum of the First Appraisal, Second Appraisal and Third Appraisal, divided by three. If, however, the low appraisal and/or high appraisal is/are more than fifteen percent (15%) lower and/or higher than the middle appraisal, the low appraisal and/or the high appraisal shall be disregarded. If only one (1) appraisal is disregarded, the remaining two (2) appraisals shall be added together and their total divided by two (2), and the resulting quotient shall be deemed the fair market rent rate for purposes of this Section. If both the low appraisal and the high appraisal are disregarded as stated in this subsection, the middle appraisal shall be deemed the fair market rent rate for purposes of this Section 3.2.

ARTICLE 4.
ADDITIONAL RENT

4.1 Additional Rent. In addition to paying the Base Rent specified in Article 3 of this Lease, commencing on the Lease Commencement Date Tenant shall pay to Landlord, as additional rent "Tenant's Share" of the annual "Direct Expenses" (as those terms are defined in Sections 4.2.7 and 4.2.2 of this Lease, respectively) allocated to the office tenants of the Building pursuant to Section 4.3.4 below. Such additional rent, together with any and all other amounts payable by Tenant to Landlord pursuant to the terms of this Lease (including, without limitation, pursuant to Article 6), shall be hereinafter collectively referred to as the "**Additional Rent**". The Base Rent and Additional Rent are herein collectively referred to as the "**Rent**". All amounts due under this Article 4 as Additional Rent shall be payable for the same periods and in the same manner, time and place as the Base Rent. Without limitation on other obligations of Tenant which shall survive the expiration of the Lease Term, the obligations of Tenant to pay the Additional Rent provided for in this Article 4 shall survive the expiration of the Lease Term.

4.2 Definitions. As used in this Article 4, the following terms shall have the meanings hereinafter set forth:

4.2.1 "**Calendar Year**" shall mean each calendar year in which any portion of the Lease Term falls, through and including the calendar year in which the Lease Term expires.

4.2.2 "**Direct Expenses**" shall mean "Operating Expenses" and, to the extent applicable, "Tax Expenses."

4.2.3 "**Expense Year**" shall mean each Calendar Year, provided that Landlord, upon written notice to Tenant, may change the Expense Year from time to time to any other twelve (12) consecutive-month period, and, in the event of any such change, Tenant's Share of Direct Expenses shall be equitably adjusted for any Expense Year involved in any such change.

with the management, operation, repair and maintenance of the Real Property and any common area amenities; (v) the cost of parking area repair, restoration, and maintenance; (vi) reasonable fees due under any equipment rental agreements or management agreements (including the cost of any management fee and the fair rental value of any office space provided thereunder); (vii) wages, salaries and other compensation and benefits of all persons engaged in the operation, management, maintenance or security of the Real Property, and employer's Social Security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages, salaries, compensation and benefits; (viii) payments required to be made by Landlord under any easement, license, operating agreement, declaration, restrictive covenant, underlying or ground lease (excluding rent), or instrument pertaining to the sharing of costs by the Real Property, including, without limitation, the Declaration; (ix) the cost of janitorial service, alarm and security service, if any, window cleaning, common area trash removal, replacement of wall and floor coverings, ceiling tiles and fixtures in lobbies, corridors, restrooms and other common or public areas or facilities, maintenance and replacement of curbs and walkways, repair to roofs and re-roofing; (x) amortization (including interest on the unamortized cost) of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Real Property; (xi) all costs incurred in obtaining and/or maintaining any energy efficiency or conservation program at the Building; (xii) the cost of any capital improvements or other costs (I) which are intended as a labor-saving device or to effect other economies in the operation or maintenance of the Real Property, or (II) made to the Real Property or any portion thereof after the Lease Commencement Date that are required under any governmental law or regulation; provided, however, that if any such cost described in (I) or (II) above, is a capital expenditure, such cost shall be amortized (including interest on the unamortized cost) over their useful life as Landlord shall reasonably determine; and (xiii) the cost of annual air quality, water quality, legionella control, and thermal comfort testing at the Building. If the Building or other buildings in the Project are less than ninety-five percent (95%) occupied during all or a portion of any Expense Year, Landlord shall make an appropriate adjustment to the variable components of Operating Expenses for such year or applicable portion thereof, employing sound accounting and management principles, to determine the amount of Operating Expenses that would have been paid had such buildings been ninety-five percent (95%) occupied; and the amount so determined shall be deemed to have been the amount of Operating Expenses for such year, or applicable portion thereof.

Notwithstanding the foregoing, Operating Expenses shall not, however, include: (A) costs of leasing commissions, attorneys' fees and other costs and expenses incurred in connection with negotiations or disputes with present or prospective tenants or other occupants of the Real Property; (B) costs (including permit, license and inspection costs) incurred in renovating or otherwise improving, decorating or redecorating rentable space for other tenants or vacant rentable space; (C) costs incurred due to the violation by Landlord of the terms and conditions of any lease of space in the Real Property; (D) costs of overhead or profit increment paid to Landlord or to subsidiaries or affiliates of Landlord for services in or in connection with the Building to the extent the same exceeds the costs of overhead and profit increment included in the costs of such services which could be obtained from third parties on a competitive basis; (E) except as otherwise specifically provided in this Section 4.2.4, costs of interest on debt or amortization on any mortgages, and rent payable under any ground lease of the Building; (F) depreciation on the Building, Project or Systems and Equipment, (G) debt service, (H) wages, salaries, benefits or other similar compensation paid to executive employees of Landlord or Landlord's agents above the rank of property manager, (I) repairs and other work occasioned by fire, windstorm or other casualty, to the extent Landlord is reimbursed by insurance proceeds (or would have been reimbursed if Landlord had obtained the insurance required of it pursuant to this Lease), (J) costs, penalties or fines arising from Landlord's violation of any applicable law or from the gross negligence or willful misconduct of Landlord or its agents, employees, vendors, contractors or providers of materials or services, (K) charitable and political contributions, (L) expenses and costs relating in any way whatsoever to the identification, testing, monitoring and control, encapsulation, removal, replacement, repair, or abatement of any Hazardous Material (as that term is defined below) or mold (to the extent the same is defined as a Hazardous Material under applicable law) within the Building or Project, or (M) ground rent payments payable by Landlord under the Ground Lease.

4.2.5 "**Systems and Equipment**" shall mean any plant, machinery, transformers, duct work, cable, wires, and other equipment, facilities, and systems designed to supply heat, ventilation, air conditioning and humidity or any other services or utilities, or comprising or serving as any component or portion of the electrical, gas, steam, plumbing, sprinkler, communications, alarm, security, or fire/life safety systems or equipment, or any other mechanical, electrical, electronic, computer or other systems or equipment which serve the Building or other Buildings in the Project in whole or in part.

4.2.6 "**Tax Expenses**" shall mean all federal, state, county, or local governmental or municipal taxes, fees, assessments, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary, (including, without limitation, real estate taxes, general and special assessments, transit assessments, fees and taxes, child care subsidies, fees and/or assessments, job training subsidies, fees and/or assessments, open space fees and/or assessments, housing subsidies and/or housing fund fees or assessments, public art fees and/or assessments, leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property used in connection with the Real Property), which Landlord shall pay during any Expense Year because of or in connection with the ownership, leasing and operation of the Real Property or Landlord's interest therein, which shall include a pro rata share of the property taxes on any improvement and land within the common area located on another tax parcel within the Project that are allocated to "Common Facilities" under the Declaration. For purposes of this Lease, Tax Expenses shall be calculated as if the tenant improvements in the Building and other buildings in the Project were fully constructed and the Real Property, the Building and other buildings in the Project and all tenant improvements in the Building and other buildings in the Project were fully assessed for real estate tax purposes.

(iii) Any assessment, tax, fee, levy, or charge allocable to or measured by the area of the Premises or the rent payable hereunder, including, without limitation, any gross income tax upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof;

(iv) Any assessment, tax, fee, levy or charge, upon this transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises; and

(v) Any reasonable expenses incurred by Landlord in attempting to protest, reduce or minimize Tax Expenses.

4.2.6.2 Notwithstanding anything to the contrary contained in this Section 4.2.6, there shall be excluded from Tax Expenses: (i) all excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state net income taxes, and other taxes to the extent applicable to Landlord's net income (as opposed to rents, receipts or income attributable to operations at the Real Property); (ii) any items included as Operating Expenses; (iii) any items paid by Tenant under Section 4.4 of this Lease; (iv) any increase in real property taxes due to a transfer, conveyance, and sale of the Building to a buyer other than Tenant more than one (1) time in any ten (10) year period, and (v) any penalties incurred as a result of Landlord's failure or refusal to make payments and/or file any returns with respect to any taxes when due..

4.2.7 "**Tenant's Share**" shall mean the percentage set forth in Section 9 of the Summary. Tenant's Share was calculated by dividing the number of rentable square feet of the Premises by the total rentable square feet of office space in the Building (as set forth in Section 6.2 of the Summary), and stating such amount as a percentage.

4.3 Calculation and Payment of Additional Rent.

4.3.1 Calculation of Tenant's Share of Direct Expenses. For each Expense Year ending or commencing within the Lease Term, Tenant shall pay to Landlord, as Additional Rent, Tenant's Share of Direct Expenses allocated to the office tenants of the Building pursuant to Section 4.3.4 below for such Expense Year, which payment shall be made in the manner set forth in Section 4.3.2, below.

4.3.2 Statement of Actual Direct Expenses and Payment by Tenant. Landlord shall give to Tenant on or before the first (1st) day of May following the end of each Expense Year, a statement (the "**Landlord's Statement**") which shall indicate Tenant's Share of the Direct Expenses incurred or accrued for such preceding Expense Year. Upon receipt of the Landlord's Statement for each Expense Year ending during the Lease Term, Tenant shall pay to Landlord, with its next installment of Base Rent due, Tenant's Share of the Direct Expenses for such Expense Year, less the amounts, if any, paid by Tenant during such Expense Year as Tenant's Share of "Estimated Expenses" (as that term is defined in Section 4.3.3 below). The failure of Landlord to timely furnish the Landlord's Statement for any Expense Year shall not prejudice Landlord from enforcing its rights under this Article 4. Even though the Lease Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's Share of the Direct Expenses for the Expense Year in which this Lease terminates, Tenant shall immediately pay to Landlord Tenant's Share of the Direct Expenses for such final Expense Year, less the amounts, if any, paid by Tenant during such Expense Year as Tenant's Share of Estimated Expenses. The provisions of this Section 4.3.2 shall survive the expiration or earlier termination of the Lease Term.

4.3.3 Statement of Estimated Direct Expenses. In addition, Landlord shall give Tenant a yearly expense estimate statement (the "**Estimate Statement**") which shall set forth Landlord's reasonable estimate of what the total amount of Direct Expenses allocated to the office tenants of the Building pursuant to Section 4.3.4 below for the then-current Expense Year shall be (the "**Estimated Expenses**"), and shall indicate thereon Tenant's Share thereof. The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any Estimated Expenses under this Article 4. Following Tenant's receipt of the Estimate Statement for the then-current Expense Year, Tenant shall pay, with its next installment of Base Rent due, Tenant's Share of a fraction of the Estimated Expenses for the then-current Expense Year (reduced by any amounts paid pursuant to the last sentence of this Section 4.3.3). Such fraction shall have as its numerator the number of months which have elapsed in such current Expense Year to the month of such payment, both months inclusive, and shall have twelve (12) as its denominator. Until a new Estimate Statement is furnished, Tenant shall pay to Landlord monthly, with the monthly Base Rent installments, an amount equal to one-twelfth (1/12) of Tenant's Share of the total Estimated Expenses set forth in the previous Estimate Statement delivered by Landlord to Tenant.

4.3.4 Allocation of Direct Expenses to Building. The parties acknowledge that the Building is part of the Project, and that the costs and expenses incurred in connection with the Project (i.e., the Direct Expenses) are determined annually for the Project as a whole but then allocated among (i) the office tenants of the Building, (ii) the retail tenants of the Building, (iii) the various types of tenants of the other buildings in the Project and (iv) if and when other buildings are added to the Real Property, the tenants of such other buildings, for purposes of determining such tenants' shares of Direct Expenses. In making such allocation of Direct Expenses for purposes of determining Tenant's Share of Direct Expenses, Direct Expenses shall be allocated as follows: the portion of Direct Expenses allocated to Tenant shall consist of (x) all Direct Expenses attributable solely to the office tenants of the Building and (y) an equitable portion of the Direct Expenses attributable to the Project as a whole and not attributable solely to the Building or to any other buildings of the Project. Additionally, Landlord shall have the right, from

value of a building standard build-out as determined by Landlord regardless of whether title to such improvements shall be vested in Tenant or Landlord;

4.4.2 said taxes are assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the Real Property (including the Parking Facilities); or

4.4.3 said taxes are assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises.

4.5 Late Charges. If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee by the due date therefor, then Tenant shall pay to Landlord a late charge equal to ten percent (10%) of the amount due plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. The late charge shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder, at law and/or in equity and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. In addition to the late charge described above, any Rent or other amounts owing hereunder which are not paid by the date that they are due shall thereafter bear interest until paid at a rate (the "**Interest Rate**") equal to the lesser of (i) the "Prime Rate" or "Reference Rate" announced from time to time by the Bank of America (or such reasonable comparable national banking institution as selected by Landlord in the event Bank of America ceases to exist or publish a Prime Rate or Reference Rate), plus four percent (4%), or (ii) the highest rate permitted by applicable law.

4.6 Tenant Audit Right.

4.6.1 Tenant, upon notice given within ninety (90) days after Tenant's receipt of a Landlord's Statement, may elect to have Tenant's designated (in such notice) certified public accountant (who may be an employee of Tenant but who may not, in any case, be retained by Tenant on a contingency fee basis or any other fee basis by which such accountant's compensation is based upon the amount refunded or credited by Landlord to Tenant as a result of such audit) examine such of Landlord's books and records (collectively, "**Records**") as are directly relevant to such Landlord's Statement, and Landlord shall provide access to the Records upon reasonable prior notice during normal business hours. As a condition to Tenant's right to review the Records, Tenant shall pay all sums required to be paid in accordance with the Landlord's Statement in question. If Tenant shall not give such notice within such ninety (90)-day period, then such Landlord's Statement shall be conclusive and binding upon Tenant. Tenant and Tenant's employees, accountants and agents shall treat all Records as confidential, and, upon request by Landlord, shall confirm such confidentiality obligation in writing.

4.6.2 Tenant, within ninety (90) days after the date on which the Records are made available to Tenant, may send a notice ("**Tenant's Statement**") to Landlord that Tenant disagrees with the applicable Landlord's Statement, specifying in reasonable detail the basis for Tenant's disagreement and the amount of the Direct Expenses Tenant claims is due. If Tenant fails timely to deliver a Tenant's Statement, then such Landlord's Statement shall be conclusive and binding on Tenant. Landlord and Tenant shall attempt to resolve such disagreement working together in good faith. If they are unable to do so within a reasonable period of time and provided that the amount of the Direct Expenses Tenant claims is due is substantially different from the amount of the Direct Expenses Landlord claims is due, Tenant shall notify Landlord, within ninety (90) days after the date on which the Records are made available to Tenant in connection with the disagreement in question, that such disagreement shall be determined by an Arbiter in accordance with this Section 4.6.2, and promptly thereafter Landlord and Tenant shall jointly designate a certified public accountant (the "**Arbiter**") whose determination made in accordance with this Section 4.6.2 shall be binding upon the parties; it being understood that if the amount of the Direct Expenses Tenant claims is due is not substantially different from the amount of the Direct Expenses Landlord claims is due, then Tenant shall have no right to protest such amount and shall pay the amount that Landlord claims is due to the extent not theretofore paid. If Tenant timely delivers a Tenant's Statement, the disagreement referenced therein is not resolved by the parties and Tenant fails to notify Landlord of Tenant's desire to have such disagreement determined by an Arbiter within the ninety (90)-day period set forth in the preceding sentence, then the Landlord's Statement to which such disagreement relates shall be conclusive and binding on Tenant. If the determination of the Arbiter shall substantially confirm the determination of Landlord, then Tenant shall pay the cost of the Arbiter. If the Arbiter shall substantially confirm the determination of Tenant, then Landlord shall pay the cost of the Arbiter. In all other events, the cost of the Arbiter shall be borne equally by Landlord and Tenant. The Arbiter shall be a member of an independent certified public accounting firm having at least three (3) accounting professionals. If Landlord and Tenant shall be unable to agree upon the designation of the Arbiter within ten (10) days after receipt of notice from the other party requesting agreement as to the designation of the Arbiter, which notice shall contain the names and addresses of two (2) or more certified public accountants meeting the requirements of this Section 4.6.2 and who are acceptable to the party sending such notice, then either party shall have the right to request the American Arbitration Association (or any organization which is the successor thereto) (the "**AAA**") to designate as the Arbiter a certified public accountant meeting the requirements of this Section 4.6.2 whose determination made in accordance with this Section 4.6.2 shall be conclusive and binding upon the parties, and the cost of such certified public accountant shall be borne as provided above in the case of the Arbiter designated by Landlord and Tenant. Any determination made by an Arbiter shall not exceed the amount determined to be due in the first instance by Landlord's Statement, nor shall such determination be less than the amount claimed to be due by Tenant in Tenant's Statement, and any determination which does not comply with the foregoing shall be null and void and not binding on the parties. In rendering such determination such Arbiter shall not add to, subtract from or otherwise modify the provisions of this Lease, including the immediately preceding

to the provisions of **Exhibit E**, attached hereto, or in violation of the laws of the United States of America, the state in which the Real Property is located, or the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Real Property. Tenant shall not do or permit anything to be done on or about the Premises which may in any way increase the existing rate of any insurance policy covering the Building or Real Property or any of its contents or cause cancellation of any such insurance policy. Tenant shall comply with all recorded covenants, conditions, and restrictions, and the provisions of all ground or underlying leases, now or hereafter affecting the Real Property. Tenant shall not use or allow another person or entity to use any part of the Premises for the storage, use, treatment, manufacture or sale of "**Hazardous Material**," as that term is defined below. Notwithstanding the foregoing, Tenant may use, store or dispose of products containing small quantities of Hazardous Materials, which products are of a type customarily found in offices and households (such as aerosol cans containing insecticides, toner for copies and the like), provided that Tenant shall handle, use, store and dispose of such Hazardous Materials in a safe and lawful manner and shall not allow such Hazardous Materials to contaminate the Premises. As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Real Property is located or the United States Government. Further, California law requires landlords to disclose to tenants the existence of any Hazardous Materials at the Project. Accordingly, Tenant is advised to review the reports listed on **Exhibit G** attached hereto, which reports shall be provided to Tenant by Landlord upon Tenant's written request. By its execution of this Lease, Tenant acknowledges that the notice set forth hereinabove shall constitute the notice required under California Health and Safety Code Section 25915.

ARTICLE 6.
SERVICES AND UTILITIES

6.1 Standard Tenant Services. Landlord shall provide the following services on all days during the Lease Term, unless otherwise stated below.

6.1.1 From and after the date that Tenant shall have taken possession of the Premises, Landlord shall provide customary janitorial service to the and the replacement of any light bulbs, lamps, starters and ballasts for lighting fixtures within the Premises, all as appropriate to maintain the Premises in a first class manner consistent with the first class nature of the Building and Project.

6.1.2 Landlord shall provide adequate electrical wiring and facilities and power for normal general office use for Building standard lighting and standard office equipment, as determined by Landlord. Landlord shall designate the electricity utility provider from time to time. Tenant shall bear the cost of replacement of lamps, starters and ballasts for lighting fixtures within the Premises.

6.1.3 Landlord shall provide city water from the regular Building outlets for drinking, lavatory and toilet purposes.

6.1.4 Landlord shall provide non-exclusive automatic passenger elevator service at all times. Tenant understands that the Building passenger elevators shall also be used by employees, customers and invitees of the tenants in the Retail Space to access the Garage in the Building.

6.1.5 Landlord shall provide exclusive freight elevator service subject to scheduling by Landlord.

6.2 Overstandard Tenant Use. Tenant shall not, without Landlord's prior written consent, use heat-generating machines, machines other than normal fractional horsepower office machines, or equipment or lighting other than building standard lights in the Premises, which may affect the temperature otherwise maintained by the air conditioning system or increase the need for water normally furnished for the Premises by Landlord pursuant to the terms of Section 6.1 of this Lease. If such consent is given, Landlord shall have the right to install supplementary air conditioning equipment or systems in the Premises, including supplementary or additional metering devices, and the cost thereof, including the cost of installation, operation and maintenance, increased wear and tear on existing equipment and other similar charges, shall be paid by Tenant to Landlord upon billing by Landlord.

6.3 Interruption of Use. Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is occasioned, in whole or in part, by repairs, replacements, or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building or Real Property after reasonable effort to do so, by any accident or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause beyond Landlord's reasonable control; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article 6. If, for reasons within the control of Landlord, any failure or stoppage of any Essential Service (hereinafter defined) to be provided by Landlord under this Lease renders the Premises or any material portion thereof untenantable for the normal conduct of Tenant's business in all or a material portion of the Premises for a period of five (5) consecutive business days or longer in which Tenant has ceased using the Premises or the affected portion thereof (other than

knowledge and understanding of Landlord's efforts to benchmark utility consumption within the entirety of the Building. As such, Tenant authorizes Landlord, acting on behalf of the Tenant, to request that the applicable utility provider deliver directly to Landlord the necessary consumption information to enable Landlord to satisfy the requirements established by the U.S. Environmental Protection Agency for whole building data for the Energy Star Portfolio Manager tool. Tenant agrees to deliver such additional written authorization to Landlord as may be required or mandated by the applicable utility provider to enable delivery of the requested consumption information. Tenant further authorizes Landlord to incorporate Tenant's utility data in the Energy Star Portfolio Manager tool, and/or such other benchmarking initiatives as Landlord actively participates in, subject only to the provision that Landlord will exercise commercially reasonable care to maintain the privacy of Tenant's specific consumption data. Any public dissemination of such data shall be in aggregate with other Building tenants' and occupants' consumption data, with no direct identification of individual tenant usage. To the extent that the applicable utility provider is unable, or unwilling, to deliver the required utility consumption data as defined hereinabove, Tenant acknowledges and recognizes its obligation to deliver to Landlord that information directly, as an integral requirement of this Lease. Such information shall be delivered in the format set forth by Landlord for this purpose, on the same frequency as the invoicing received by Tenant from the utility provider for utilities consumed, unless some other frequency is agreed to in writing by Landlord and Tenant.

ARTICLE 7.
REPAIRS

7.1 Tenant's Repairs. Subject to Landlord's repair obligations in Sections 7.2 and 11.1 below, Tenant shall, at Tenant's own expense, keep the Premises, including all improvements, fixtures and furnishings therein, in good order, repair and condition at all times during the Lease Term, which repair obligations shall include, without limitation, the obligation to promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and appurtenances; provided however, that, at Landlord's option, or if Tenant fails to make such repairs, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord the cost thereof, including a percentage of the cost thereof (to be uniformly established for the Building) sufficient to reimburse Landlord for all overhead, general conditions, fees and other costs or expenses arising from Landlord's involvement with such repairs and replacements forthwith upon being billed for same. Tenant agrees to promptly notify Landlord or its representative of any accidents or defects in the Building of which Tenant becomes aware, including defects in pipes, electrical wiring and the ventilation and air conditioning ("**HVAC**") equipment. In addition, Tenant shall provide Landlord with prompt notification of any matter or condition which may cause injury or damage to the Building or any person or property therein. Notwithstanding anything to the contrary contained in the Lease, Landlord shall, as part of the Tenant Improvements, install a security system for the Premises using the vendor selected by Tenant and reasonably approved by Landlord and after such installation, Tenant shall be solely responsible, at its cost and expense, for the maintenance, repair and monitoring of such security system for the Premises.

7.2 Landlord's Repairs. Anything contained in Section 7.1 above to the contrary notwithstanding, and subject to Articles 11 and 12 of this Lease, Landlord shall repair and maintain the structural portions of the Building, including the roof, basic plumbing, heating, ventilating, air conditioning and electrical systems serving the Building and not located in the Premises; provided, however, if such maintenance and repairs are caused in part or in whole by the act, neglect, fault of or omission of any duty by Tenant, its agents, servants, employees or invitees, Tenant shall pay to Landlord as additional rent, the reasonable cost of such maintenance and repairs. Landlord shall not be liable for any failure to make any such repairs, or to perform any maintenance. There shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Real Property, Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant hereby waives and releases its right to make repairs at Landlord's expense under Sections 1941 and 1942 of the California Civil Code; or under any similar law, statute, or ordinance now or hereafter in effect.

7.3 HVAC Maintenance and Repair by Tenant. Tenant shall contract with a service company approved by Landlord for the regular (but not less frequently than quarterly) maintenance, repair and/or replacement (when necessary) of the heating, ventilating and air conditioning equipment serving the Premises (the "**HVAC System**") and shall provide Landlord with a copy of any service contract within ten (10) days following its execution. All replacements shall be of a quality equal to or exceeding that of the original. As part of its maintenance obligations hereunder, Tenant shall keep the Premises free of mold, and any conditions that could reasonably be expected to give rise to mold on the Premises, including without limitation, observed or suspected instances of water leakage or mold growth ("**Mold Conditions**"). Tenant shall promptly repair and properly remove any Mold Conditions occurring within the Premises to the extent directly resulting from Tenant's misuse of the HVAC System, and Tenant shall, at Landlord's request, provide Landlord with copies of all maintenance schedules, reports and notices prepared by, for or on behalf of Tenant concerning Mold Conditions. Landlord shall promptly repair and properly remove any Mold Conditions occurring within the Premises to the extent directly resulting from Landlord's negligent installation of the HVAC System. Tenant shall furnish proof reasonably satisfactory to Landlord at least once per year that all such systems and equipment are being serviced in accordance with the maintenance/service contract. Landlord reserves the right to request such proof once per quarter. Landlord also reserves the right to inspect all HVAC equipment with 48 hours' prior written notice.

ARTICLE 8.
ADDITIONS AND ALTERATIONS

8.1 Landlord's Consent to Alterations. Tenant may not make any improvements, alterations, additions or changes

overhead, general conditions, fees and other costs and expenses of the Alterations (excluding Cosmetic Alterations), and shall pay to Landlord a Landlord supervision fee of three percent (3%) of the actual cost of the Alterations (excluding Cosmetic Alterations), without markup. The construction of the initial improvements to the Premises shall be governed by the terms of the Tenant Work Letter and not the terms of this Article 8; provided that the parties acknowledge and agree that Tenant shall not be required to remove any of the Tenant Improvements installed by Landlord prior to the Lease Commencement Date upon the expiration or earlier termination of the Lease.

8.2 Manner of Construction. Landlord may impose, as a condition of its consent to all Alterations or repairs of the Premises or about the Premises, such requirements as Landlord in its reasonable discretion may deem desirable, including, but not limited to, the requirement that Tenant utilize for such purposes only contractors, materials, mechanics and materialmen reasonably approved by Landlord; provided, however, Landlord may impose such requirements as Landlord may determine, in its sole and absolute discretion, with respect to any work affecting the structural components of the Building or Systems and Equipment (including designating specific contractors to perform such work). Tenant shall construct such Alterations and perform such repairs in conformance with any and all applicable rules and regulations of any federal, state, county or municipal code or ordinance and pursuant to a valid building permit, issued by the city in which the Real Property is located, and in conformance with Landlord's construction rules and regulations. In the event that any proposed Alterations trigger the need for repairs, maintenance, improvements or alterations outside of the Premises for any reason, Tenant shall be solely responsible for the performance of all such work at Tenant's sole cost and expense. Landlord's approval of the plans, specifications and working drawings for Tenant's Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. All work with respect to any Alterations must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. In performing the work of any such Alterations, Tenant shall have the work performed in such manner as not to obstruct access to the Building or Real Property or the common areas for any other tenant of the Real Property, and as not to obstruct the business of Landlord or other tenants of the Real Property, or interfere with the labor force working at the Real Property. If Tenant makes any Alterations, Tenant agrees to carry "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may reasonably require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 10 of this Lease immediately upon completion thereof. In addition, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such Alterations and naming Landlord as a co-obligee. Upon completion of any Alterations, Tenant shall (i) cause a Notice of Completion to be recorded in the office of the Recorder of the county in which the Real Property is located in accordance with Section 8182 of the Civil Code of the State of California or any successor statute, (ii) deliver to the management office of the Real Property a reproducible copy of the "as built" drawings of the Alterations, and (iii) deliver to Landlord evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials.

8.3 Green Building Considerations. In addition to the foregoing requirements, Alterations shall be performed in accordance with Landlord's reasonable requirements relating to sustainability and energy efficiency, including the following.

8.3.1 Tenant shall specify ENERGY STAR® and/or Water Sense® certified equipment and fixtures that will be installed within the Premises;

8.3.2 Tenant shall specify energy-efficient light bulbs such as LEDs, T-8, and T-5 linear fluorescents for supplemental tasks and accent lighting and consider installing occupancy and vacancy sensor and daylighting controls.

8.3.3 Tenant shall specify that all interior paints, coatings, sealants and adhesives are low volatile organic compounds (VOCs).

8.3.4 Tenant shall specify that flooring materials are FloorScore-, Green Label-, or Green Label Plus-certified.

8.3.5 In all cases, Tenant shall ensure Alterations made on its behalf shall not cause any negative impact to any existing energy and/or sustainability related certification(s) such as LEED or ENERGY STAR, and should such negative impact result from an Alteration, Tenant, at its sole cost and expense, shall cause such modifications to the Alteration as are necessary to correct the negative impact.

8.4 Landlord's Property. Subject to Section 8.1 above, all Alterations, improvements, fixtures and/or equipment which may be installed or placed in or about the Premises, and all signs installed in, on or about the Premises, from time to time, shall be at the sole cost of Tenant and shall be and become the property of Landlord.

8.5 Wi-Fi Network. Without limiting the generality of the foregoing, in the event Tenant desires to install wireless intranet, Internet and communications network ("**Wi-Fi Network**") in the Premises for the use by Tenant and its employees, then the same shall be subject to the provisions of this Section 8.5 (in addition to the other provisions of this Article 8). In the event Landlord consents to Tenant's installation of such Wi-Fi Network, Tenant shall, in accordance with Article 15 below, remove the Wi-Fi Network from the Premises prior to the termination of the Lease. Tenant shall use the Wi-Fi Network so as not to unreasonably interfere with other tenants in the Building or to other tenants at the Project or with any other tenant's

safeguards recommended by all governmental authorities (iii) pay for all necessary repairs, replacements to or maintenance of the Wi-Fi Network, and (iv) be responsible for any modifications, additions or repairs to the Building or Real Property, including without limitation, Building or Real Property systems or infrastructure which are required by reason of the installation, operation or removal of Tenant's Wi-Fi Network. Should Landlord be required to retain professionals to research any interference issues that may arise and confirm Tenant's compliance with the terms of this Section 8.5, Tenant shall reimburse Landlord for the costs incurred by Landlord in connection with Landlord's retention of such professionals, the research of such interference issues and confirmation of Tenant's compliance with the terms of this Section 8.5 within twenty (20) days after the date Landlord submits to Tenant an invoice for such costs, which costs shall not exceed $1,000 per year (the "**Reimbursement Cap**"); provided, however, that to the extent that it is determined that Tenant has failed to perform its obligations under this Section 8.5, the Reimbursement Cap shall not apply, and Tenant shall be responsible for reimbursing Landlord for all costs Landlord incurs in connection with Landlord's retention of such professionals, the research of such interference issues and confirmation of Tenant's compliance with the terms of this Section 8.5. This reimbursement obligation is in addition to, and not in lieu of, any rights or remedies Landlord may have in the event of a breach or default by Tenant under this Lease. Notwithstanding the foregoing, if it is determined that Tenant has complied with its obligations under this Section 8.5, Tenant shall not be required to reimburse the Landlord for any costs incurred in Landlord's retention of professionals to research Wi-Fi Network interference issues.

ARTICLE 9.
COVENANT AGAINST LIENS

Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon the Real Property, Building or Premises, and any and all liens and encumbrances created by Tenant shall attach to Tenant's interest only. Tenant shall have the right to contest the amount or validity of any such lien, provided Tenant gives prior written notice of such contest to Landlord, prosecutes such contest by appropriate proceedings in good faith and with diligence, and, upon written request by Landlord, furnishes such bond as may be required by law to protect the Premises from such lien. Landlord shall have the right at all times to post and keep posted on the Premises any notice which it deems necessary for protection from such liens. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Real Property, the Building or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause it to be immediately released and removed of record. Notwithstanding anything to the contrary set forth in this Lease, if any such lien is not released and removed on or before the date notice of such lien is delivered by Landlord to Tenant, Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed Additional Rent under this Lease and shall immediately be due and payable by Tenant.

ARTICLE 10.
INDEMNIFICATION AND INSURANCE

10.1 Indemnification and Waiver. Tenant hereby assumes all risk of damage to property and injury to persons, in, on, or about the Premises from any cause whatsoever and agrees that Landlord, and its partners and subpartners, and their respective officers, agents, property managers, servants, employees, and independent contractors (collectively, "**Landlord Parties**") shall not be liable for, and are hereby released from any responsibility for, any damage to property or injury to persons or resulting from the loss of use thereof, which damage or injury is sustained by Tenant or by other persons claiming through Tenant. Tenant shall indemnify, defend, protect, and hold harmless the Landlord Parties from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in, on or about the Premises (including, without limitation, Tenant's installation, placement and removal of Alterations, improvements, fixtures and/or equipment in, on or about the Premises), and any acts, omissions or negligence of Tenant or of any person claiming by, through or under Tenant, or of the contractors, agents, servants, employees, licensees or invitees of Tenant or any such person, in, on or about the Premises, Building and Real Property; provided, however, that the terms of the foregoing indemnity shall not apply to the gross negligence or willful misconduct of Landlord. The provisions of this Section 10.1 shall survive the expiration or sooner termination of this Lease.

10.2 Tenant's Compliance with Landlord's Fire and Casualty Insurance. Tenant shall, at Tenant's expense, comply as to the Premises with all insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises causes any increase in the premium for such insurance policies, then Tenant shall reimburse Landlord for any such increase. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body.

10.3 Tenant's Insurance. Tenant shall maintain the following coverages in the following amounts.

10.3.1 Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage arising out of Tenant's operations, assumed liabilities or use of the Premises, including a Broad Form Commercial General Liability endorsement covering the insuring provisions of this Lease and the performance by Tenant of the indemnity agreements set forth in Section 10.1 of this Lease, (and with liquor liability coverage in the event alcoholic beverages are served on the Premises) for limits of liability not less than:

10.3.2 Physical Damage Insurance covering (i) all office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Premises installed by, for, or at the expense of Tenant, (ii) the Tenant Improvements, including any Tenant Improvements which Landlord permits to be installed above the ceiling of the Premises or below the floor of the Premises, and (iii) all other improvements, alterations and additions to the Premises, including any improvements, alterations or additions installed at Tenant's request above the ceiling of the Premises or below the floor of the Premises. Such insurance shall be written on a "physical loss or damage" basis under a "special form" policy, for the full replacement cost value new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include a vandalism and malicious mischief endorsement, sprinkler leakage coverage and earthquake sprinkler leakage coverage.

10.3.3 Workers' Compensation and Employers' Liability insurance for the limit of the applicable statutory benefit for Workers' Compensation and One Million Dollars ($1,000,000.00) per accident or disease applicable to Employers' Liability coverage for all employees engaged in services or operations under this Lease. The policy shall include broad form all-states/other states coverage. Coverage shall be specifically endorsed to include the insurer's Waiver of Subrogation in favor of Landlord, its directors, officers, representatives, agents and employees, a copy of which shall be provided to Landlord.

10.3.4 Loss-of-income, business interruption and extra-expense insurance in such amounts as will reimburse Tenant for direct and indirect loss of earnings attributable to all perils commonly insured against by prudent tenants or attributable to prevention of loss of access to the Premises or to the Building as a result of such perils.

10.3.5 Tenant shall carry comprehensive automobile liability insurance having a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence and insuring Tenant against liability for claims arising out of ownership, maintenance or use of any owned, hired or non-owned automobiles.

10.3.6 Form of Policies. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall: (i) name Landlord, Landlord's lenders, the lessors of a ground or underlying lease with respect to the Real Property and any other party Landlord so specifies, as an additional insured; (ii) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under Section 10.1 of this Lease; (iii) be issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the state in which the Real Property is located; (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant; (v) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee or ground or underlying lessor of Landlord; and (vi) contain a cross-liability endorsement or severability of interest clause acceptable to Landlord. Tenant shall deliver said policy or policies or certificates thereof to Landlord on or before the Lease Commencement Date and at least thirty (30) days before the expiration dates thereof. If Tenant shall fail to procure such insurance, or to deliver such policies or certificate, within such time periods, Landlord may, at its option, in addition to all of its other rights and remedies under this Lease, and without regard to any notice and cure periods set forth in Section 19.1, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord as Additional Rent within ten (10) days after delivery of bills therefor.

10.4 Subrogation. Landlord and Tenant agree to have their respective insurance companies issuing property damage insurance waive any rights of subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance carried by Landlord and Tenant, respectively, is not invalidated thereby. As long as such waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant hereby waive any right that either may have against the other on account of any loss or damage to their respective property to the extent such loss or damage is insurable under policies of insurance for fire and all risk coverage, theft, public liability, or other similar insurance.

ARTICLE 11.
DAMAGE AND DESTRUCTION

11.1 Repair of Damage to Premises by Landlord. Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Premises or any common areas of the Building or Real Property serving or providing access to the Premises shall be damaged by fire or other casualty, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, and subject to all other terms of this Article 11, restore the base, shell, and core of the Premises and such common areas. Such restoration shall be to substantially the same condition of the base, shell, and core of the Premises and common areas prior to the casualty, except for modifications required by zoning and building codes and other laws or by the holder of a mortgage on the Real Property, or the lessor of a ground or underlying lease with respect to the Real Property and/or the Building, or any other modifications to the common areas deemed desirable by Landlord, provided access to the Premises and any common restrooms serving the Premises shall not be materially impaired. Notwithstanding any other provision of this Lease, upon the occurrence of any damage to the Premises, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance required under Section 10.3 of this Lease, and Landlord shall repair any injury or damage to the tenant improvements and alterations installed in the Premises and shall return such tenant improvements and alterations to their original condition; provided that if the cost of such repair by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, as assigned by Tenant, the cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's repair of the damage. In connection with such repairs and replacements, Tenant shall, prior to the commencement of

damaged by fire or other casualty or cause, whether or not the Premises are affected, and one or more of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred eighty (180) days of the date of damage (when such repairs are made without the payment of overtime or other premiums); (ii) the holder of any mortgage on the Real Property or ground or underlying lessor with respect to the Real Property and/or the Building shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt, or shall terminate the ground or underlying lease, as the case may be; or (iii) the damage is not fully covered, except for deductible amounts, by Landlord's insurance policies. In addition, if the Premises or the Building is destroyed or damaged to any substantial extent during the last twelve (12) months of the Lease Term, then notwithstanding anything contained in this Article 11, either party shall have the option to terminate this Lease by giving written notice to the other party of the exercise of such option within thirty (30) days after such damage or destruction, in which event this Lease shall cease and terminate as of the date of such notice. If Landlord has commenced repair and restoration of the Premises after the occurrence of the damage or destruction, and the repair and restoration of the Premises is not actually completed within one hundred eighty (180) days, then Tenant may terminate this Lease by written notice to Landlord at any time thereafter and prior to the actual completion of such repair and restoration. In the event Landlord repairs or restores the Premises as provided in this Article 11, the Base Rent shall be abated proportionately in the ratio which Tenant's use of the Premises has been impaired since the date of the damage or destruction. Upon any such termination of this Lease pursuant to this Section 11.2, Tenant shall pay the Base Rent and Additional Rent, properly apportioned up to such date of termination, and both parties hereto shall thereafter be freed and discharged of all further obligations hereunder, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Lease Term.

11.3 Waiver of Statutory Provisions. The provisions of this Lease, including this Article 11, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building or any other portion of the Real Property, and any statute or regulation of the state in which the Real Property is located, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or any other portion of the Real Property.

ARTICLE 12.
CONDEMNATION

12.1 Permanent Taking. If the whole or any part of the Premises, Building or Real Property shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Premises, Building or Real Property, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease upon ninety (90) days' notice, provided such notice is given no later than one hundred eighty (180) days after the date of such taking, condemnation, reconfiguration, vacation, deed or other instrument. If more than twenty-five percent (25%) of the rentable square feet of the Premises is taken, or if access to the Premises is substantially impaired, Tenant shall have the option to terminate this Lease upon ninety (90) days' notice, provided such notice is given no later than one hundred eighty (180) days after the date of such taking. Landlord shall be entitled to receive the entire award or payment in connection therewith, except that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property and fixtures belonging to Tenant and removable by Tenant upon expiration of the Lease Term pursuant to the terms of this Lease, and for moving expenses, so long as such claim does not diminish the award available to Landlord, its ground lessor with respect to the Real Property or its mortgagee, and such claim is payable separately to Tenant. All Rent shall be apportioned as of the date of such termination, or the date of such taking, whichever shall first occur. If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Rent shall be proportionately abated. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of The California Code of Civil Procedure.

12.2 Temporary Taking. Notwithstanding anything to the contrary contained in this Article 12, in the event of a temporary taking of all or any portion of the Premises for a period of one hundred and eighty (180) days or less, then this Lease shall not terminate but the Base Rent and the Additional Rent shall be abated for the period of such taking in proportion to the ratio that the amount of rentable square feet of the Premises taken bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking.

ARTICLE 13.
COVENANT OF QUIET ENJOYMENT

Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

ARTICLE 14.
ASSIGNMENT AND SUBLETTING

14.1 Transfers. Tenant shall not, without the prior written consent of Landlord, assign, mortgage, pledge

Landlord's option, constitute a default by Tenant under this Lease. Each time Tenant requests Landlord's consent to a proposed Transfer, whether or not Landlord shall grant consent, within thirty (30) days after written request by Landlord, as additional rent hereunder, Tenant shall pay to Landlord Two Thousand Five Hundred Dollars ($2,500.00) to reimburse Landlord for Landlord's review and processing fees, and, in addition, Tenant shall reimburse Landlord for any reasonable legal fees incurred by Landlord in connection with Tenant's proposed Transfer.

14.2 Landlord's Consent. Landlord shall not unreasonably withhold its consent to any proposed Transfer of the Subject Space to the Transferee on the terms specified in the Transfer Notice. The parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Transfer where one or more of the following apply, without limitation as to other reasonable grounds for withholding consent:

14.2.1 the Transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Building or Real Property;

14.2.2 the Transferee intends to use the Subject Space for purposes which are not permitted under this Lease;

14.2.3 the Transferee is the U.S. Internal Revenue Service or any successor agency;

14.2.4 the Transfer will result in more than a reasonable and safe number of occupants per floor within the Subject Space;

14.2.5 the Transferee is not a party of reasonable financial worth and/or financial stability in light of the responsibilities involved under the Lease on the date consent is requested;

14.2.6 the proposed Transfer would cause Landlord to be in violation of another lease or agreement to which Landlord is a party, or would give an occupant of the Real Property a right to cancel its lease;

14.2.7 the terms of the proposed Transfer will allow the Transferee to exercise a right of renewal, right of expansion, right of first offer, or other similar right held by Tenant (or will allow the Transferee to occupy space leased by Tenant pursuant to any such right); or

14.2.8 either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed Transferee, (i) occupies space in the Building or other buildings in the Project at the time of the request for consent, (ii) is negotiating with Landlord to lease space in the Building or other buildings in the Project at such time, or (iii) has negotiated with Landlord during the six (6) month period immediately preceding the Transfer Notice.

If Landlord consents to any Transfer pursuant to the terms of this Section 14.2 (and does not exercise any recapture rights Landlord may have under Section 14.4 of this Lease), Tenant may within six (6) months after Landlord's consent, but not later than the expiration of said six-month period, enter into such Transfer of the Premises or portion thereof, upon substantially the same terms and conditions as are set forth in the Transfer Notice furnished by Tenant to Landlord pursuant to Section 14.1 of this Lease, provided that if there are any changes in the terms and conditions from those specified in the Transfer Notice (i) such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Section 14.2, or (ii) which would cause the proposed Transfer to be more favorable to the Transferee than the terms set forth in Tenant's original Transfer Notice, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Article 14 (including Landlord's right of recapture, if any, under Section 14.4 of this Lease).

14.3 Transfer Premium. If Landlord consents to a Transfer, as a condition thereto which the parties hereby agree is reasonable, Tenant shall pay to Landlord fifty percent (50%) of the "Transfer Premium," as that term is defined in this Section 14.3, received by Tenant from such Transferee. "**Transfer Premium**" shall mean all rent, additional rent or other consideration payable by such Transferee in excess of the Rent and Additional Rent payable by Tenant under this Lease on a per rentable square foot basis if less than all of the Premises is transferred, after deducting the reasonable expenses incurred by Tenant for any reasonable brokerage commissions in connection with the Transfer (collectively, the "**Subleasing Costs**"). "Transfer Premium" shall also include, but not be limited to, free rent, tenant improvements, commissions, key money and bonus money paid by Transferee to Tenant in connection with such Transfer, and any payment in excess of fair market value for services rendered by Tenant to Transferee or for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to Transferee in connection with such Transfer. This Section 14.3 shall not apply to any Permitted Transfer (as defined in Section 14.7 below).

14.4 Landlord's Option as to Subject Space. Notwithstanding anything to the contrary contained in this Article 14, Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after receipt of any Transfer Notice for either (i) an assignment of Tenant's entire interest in this Lease or (ii) a sublease of more than one and one half (1½) of the three (3) floors that constitute the Premises for a term that is equal to or greater than seventy percent (70%) of the remaining Lease Term, to recapture the Subject Space ("**Recapture Notice**"); provided, however, if within fifteen (15) business days following Landlord's delivery of a Recapture Notice, Tenant notifies Landlord it withdraws the applicable Transfer Notice, then Landlord shall not recapture the Subject Space and Tenant shall have the right to continue leasing the Subject Space pursuant to the terms and conditions of this Lease. Such recapture notice shall cancel and terminate this Lease with respect to the Subject Space as of

respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from liability under this Lease. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to any Transfer, and shall have the right to make copies thereof. If the Transfer Premium respecting any Transfer shall be found understated, Tenant shall, within thirty (30) days after demand, pay the deficiency and Landlord's costs of such audit.

14.6 Additional Transfers. For purposes of this Lease, the term "**Transfer**" shall also include (i) if Tenant is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of fifty percent (50%) or more of the partners, or transfer of fifty percent (50%) or more of partnership interests, within a twelve (12)-month period, or the dissolution of the partnership without immediate reconstitution thereof, and (ii) if Tenant is a closely held corporation (i.e., whose stock is not publicly held and not traded through an exchange or over the counter), (A) the dissolution, merger, consolidation or other reorganization of Tenant, (B) the sale or other transfer of more than an aggregate of fifty percent (50%) of the voting shares of Tenant (other than to immediate family members by reason of gift or death), within a twelve (12)-month period, or (C) the sale, mortgage, hypothecation or pledge of more than an aggregate of fifty percent (50%) of the value of the unencumbered assets of Tenant within a twelve (12) month period.

14.7 Permitted Transfers. Notwithstanding the foregoing, but subject to compliance with the requirements of Section 14.5 above and provided Tenant is not then in default of its obligations hereunder, Tenant shall have the right without Landlord's consent to enter into the following types of Transfers (each a "**Permitted Transfer**"):

(a) a Transfer to any wholly-owned subsidiary of Tenant, Tenant's parent entity, an Affiliate of Tenant, to any entity succeeding to all or substantially all of the assets of Tenant as a result of a consolidation or merger, or to an entity acquiring all or substantially all of the stock or assets of Tenant (other than a Transfer resulting from any legal action or proceeding related to or in connection with a bankruptcy case or cases) (each a "**Permitted Affiliate Transfer**"), provided that neither the use of the Premises nor the trade name of Tenant changes in connection with such Permitted Affiliate Transfer; provided, further, that within fifteen (15) days after the effective date of any such transfer the assignee or sublessee executes and delivers to Landlord an instrument reasonably acceptable to Landlord containing an express assumption of all of Tenant's obligations under this Lease. Notwithstanding the foregoing, any such Transfer described in the foregoing sentence shall not be considered a Permitted Affiliate Transfer if it is undertaken solely for the purpose of circumventing the approval provisions of this Article 14 and therefore, shall be subject to Landlord's approval pursuant to the procedures and standards set forth above. "**Affiliate**" means, as to any designated person or entity, any other person or entity that controls, is controlled by, or is under common control with, such designated person or entity. "**Control**" (and with correlative meaning, "controlled by" and "under common control with") means ownership or voting control, directly or indirectly, of 50% or more of the voting stock, partnership interests, membership interests or other beneficial ownership interests of the entity in question, or the right, directly or indirectly, to direct or cause the direction of the management, policies and/or actions of the individual or the entity in question;

(b) a sublease of up to one half (1/2) of the rentable square feet of the Premises to any public agency, subject to Section 14.2.3; and

(c) occupancy agreements or shared services agreements with the Peninsula Corridor Joint Powers Board, the San Mateo County Transportation Authority, any other public agency that regularly partners with Tenant to provide services to its constituents, provided that any such occupancy agreement or shared services agreement is coterminous with the Lease Term hereunder, as the same may be earlier terminated or extended.

ARTICLE 15.
SURRENDER; OWNERSHIP AND REMOVAL OF TRADE FIXTURES

15.1 Surrender of Premises. No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises.

15.2 Removal of Tenant Property by Tenant. Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 15, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear and repairs which are specifically made the responsibility of Landlord hereunder excepted. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, free-standing cabinet work, all telephone, data, and other cabling and wiring (including any cabling and wiring associated with the Wi-Fi Network, if any) installed or caused to be installed by Tenant (including any cabling and wiring, installed above the ceiling of the Premises or below the floor of the Premises) (collectively, "**Cabling**"), and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require

of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.

ARTICLE 17.
ESTOPPEL CERTIFICATES

Tenant shall, within ten (10) business days following a written request by Landlord at any time thereafter, execute and deliver to Landlord an estoppel certificate in such form as may be required by any current or prospective mortgagee or purchaser of the Real Property (or any portion thereof), indicating therein any exceptions thereto that may exist at that time, and shall also contain any other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee. Tenant shall execute and deliver whatever other instruments may be reasonably required for such purposes. Failure of Tenant to timely execute and deliver such estoppel certificate or other instruments shall constitute (i) an acceptance of the Premises and an acknowledgment by Tenant that statements included in the estoppel certificate are true and correct, without exception, and (ii) a material default of the provisions of this Lease. In addition, Tenant shall be liable to Landlord, and shall indemnify Landlord from and against any loss, cost, damage or expense, incidental, consequential, or otherwise, including attorneys' fees, arising or accruing directly or indirectly, from any failure of Tenant to execute or deliver to Landlord any such estoppel certificate.

ARTICLE 18.
SUBORDINATION

18.1 This Lease is and shall at all times be and remain subject and subordinate to the lien of any present or future deed of trust, mortgage or other security instrument (a "**Mortgage**") or any ground lease, master lease or primary lease (a "**Primary Lease**") (and to any and all advances made thereunder) upon the Building or Premises, (the Mortgagee under any Mortgage is referred to herein as "**Landlord's Mortgagee**" and the lessor under any Primary Lease is referred to herein as "**Ground Lessor**"), unless Landlord requires this Lease to be superior to any such Mortgage or Primary Lease. Tenant shall execute and return to Landlord any and all documentation required by Landlord to evidence the subordination (or superiority) of this Lease to any Mortgage or Primary Lease. If Tenant does not provide Landlord with such documentation within five (5) business days after Landlord's written request, Tenant hereby grants unto Landlord its power-of-attorney to execute such subordination documents as Tenant's duly authorized and empowered attorney-in-fact. Notwithstanding the foregoing, Landlord shall obtain a subordination, non-disturbance and attornment agreement (an "**SNDA**") from (i) Landlord's Mortgagee that provides additional financing to fund the Tenant Improvements or any future Landlord's Mortgagee thereafter (which SNDA shall be on such Landlord's Mortgagee's form with changes reasonably acceptable to Landlord's Mortgagee, Landlord and Tenant) and (ii) Ground Lessor (which SNDA shall be on Ground Lessor's form with changes reasonably acceptable to Ground Lessor, Landlord and Tenant) within thirty (30) days after the mutual execution and delivery of this Lease.

18.2 In the event of the enforcement by a Landlord's Mortgagee of the remedies provided for by law or by such Mortgage, or in the event of the termination or expiration of a Primary Lease, Tenant, upon request of such Landlord's Mortgagee or Ground Lessor, as applicable, or any person succeeding to the interest of such mortgagee or lessor (each, a "**Successor Landlord**"), shall attorn to such Successor Landlord and become the tenant of such Successor Landlord without change in the terms or provisions of this Lease (it being understood that Tenant shall, if requested, enter into a new lease on terms identical to those in this Lease) and this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder and, so long as Tenant shall observe and perform all of the obligations of Tenant to be performed pursuant to this Lease, the Successor Landlord will perform all obligations of Landlord required to be performed under this Lease; provided, that any Successor Landlord shall not be (i) liable for any act, omission or default of any prior landlord (including, without limitation, Landlord); (ii) liable for the return of any moneys paid to or on deposit with any prior landlord (including, without limitation, Landlord), except to the extent such moneys or deposits are delivered to such Successor Landlord; (iii) subject to any offset, claims or defense that Tenant might have against any prior landlord (including, without limitation, Landlord); (iv) bound by any Rent that Tenant might have paid for more than the current month to any prior landlord (including, without limitation, Landlord) unless actually received by such Successor Landlord; (v) bound by any covenant to perform or complete any construction in connection with the Project or the Premises or to pay any sums to Tenant in connection therewith; or (vi) bound by any waiver or forbearance under, or any amendment, modification, abridgment, cancellation or surrender of, this Lease made without the consent of such Successor Landlord. Upon request by such Successor Landlord, Tenant shall execute and deliver an instrument or instruments, reasonably requested by such Successor Landlord, confirming the attornment provided for herein, but no such instrument shall be necessary to make such attornment effective.

18.3 If Landlord or any Landlord's Mortgagee notifies Tenant in writing that a copy of any notice to Landlord shall be sent to such person at a specified address, then Tenant shall send (in the manner specified in this Lease and at the same time such notice is sent to Landlord) a copy of each such notice to such person, and no such notice shall be considered duly sent unless such copy is so sent to such person. Landlord's Mortgagee shall have thirty (30) days after receipt of such notice to cure any Landlord default before Tenant may exercise any action to terminate this Lease (provided that, in the case of a Landlord default

19.1.1 Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, within five (5) days of the date due; or

19.1.2 Any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 or any similar or successor law; and provided further that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30)-day period, Tenant shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure said default as soon as possible; or

19.1.3 Abandonment (as defined in California Civil Code Section 1951.3) or vacation of the Premises by Tenant.

19.1.4 Any direct or indirect assignment (including, without limitation, any direct or indirect transfer of the interests in Tenant which is deemed to constitute an assignment hereunder), subletting or other transfer of this Lease or the term and estate granted hereby or of the right to occupy all or any portion of the Premises, whether voluntary, involuntary, by operation of law or otherwise, except as expressly permitted by Article 14.

19.1.5 A petition is filed by or against Tenant in bankruptcy, insolvency, for the appointment of a receiver or custodian, or an attachment or other judicial seizure is instituted against Tenant, or other act of bankruptcy or insolvency occurs involving the Tenant, or any steps are taken for the dissolution, winding up or liquidation of Tenant.

19.2 Landlord's Remedies Upon Default. Upon the occurrence of any such default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

19.2.1 Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and Landlord may recover from Tenant the following:

(i) The worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant; and

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "rent" as used in this Section 19.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in Paragraphs 19.2.1(i) and (ii), above, the "worth at the time of award" shall be computed by allowing interest at the Interest Rate set forth in Section 4.5 of this Lease. As used in Paragraph 19.2.1(iii) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

19.2.2 Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

19.2.3 Landlord may, but shall not be obligated to, make any such payment or perform or otherwise cure any

and other amounts so expended. Tenant's obligations under this Section 19.3 shall survive the expiration or sooner termination of the Lease Term.

19.4 Sublessees of Tenant. Except with respect to any Permitted Transfers pursuant to Section 41.7(b) above, whether or not Landlord elects to terminate this Lease on account of any default by Tenant, as set forth in this Article 19, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

19.5 Waiver of Default. No waiver by Landlord of any violation or breach by Tenant of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other or later violation or breach by Tenant of the same or any other of the terms, provisions, and covenants herein contained. Forbearance by Landlord in enforcement of one or more of the remedies herein provided upon a default by Tenant shall not be deemed or construed to constitute a waiver of such default. The acceptance of any Rent hereunder by Landlord following the occurrence of any default, whether or not known to Landlord, shall not be deemed a waiver of any such default, except only a default in the payment of the Rent so accepted.

19.6 Efforts to Relet. For the purposes of this Article 19, Tenant's right to possession shall not be deemed to have been terminated by efforts of Landlord to relet the Premises, by its acts of maintenance or preservation with respect to the Premises, or by appointment of a receiver to protect Landlord's interests hereunder. The foregoing enumeration is not exhaustive, but merely illustrative of acts which may be performed by Landlord without terminating Tenant's right to possession.

ARTICLE 20.
INTENTIONALLY OMITTED

ARTICLE 21.
COMPLIANCE WITH LAW

Tenant shall not do anything or suffer anything to be done in or about the Premises which will in any way material conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated and any renewable energy and other "green" requirements, any LEED or other building rating system level of certification designated for the Premises by Landlord, or as otherwise mandated under applicable laws with respect to renewable energy or energy efficiency. At its sole cost and expense, Tenant shall promptly comply in all material respects with all such governmental measures, other than the making of structural changes or changes to the Building's life safety system (collectively the "**Excluded Changes**") except to the extent such Excluded Changes are required due to Tenant's alterations to or manner of use of the Premises. In addition, Tenant shall comply in all material respects with all reasonable present or future programs intended to manage parking, transportation or traffic in and around the Real Property. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any of said governmental measures, shall be conclusive of that fact as between Landlord and Tenant. For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist (CASp). A CASp can inspect the subject Premises and determine whether the subject Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. Tenant shall not conduct or arrange for any CASp inspection without first obtaining Landlord's written consent of the scope of any inspection or report to be issued.

ARTICLE 22.
ENTRY BY LANDLORD

Landlord reserves the right at all reasonable times and upon at least 48 hours' prior written notice to Tenant (other than in the case of emergencies and in the case of routine entry such as to provide janitorial services pursuant to a schedule provided to Tenant, in which cases no such notice shall be required) to enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, mortgagees or tenants, or to the ground or underlying lessors, provided that during the twelve (12) month period prior to expiration of the Term, Landlord will show the Premises no more than four (4) times per month and provide at least seventy-two (72) hours' prior written notice to Tenant; (iii) to post notices of nonresponsibility; or (iv) alter, improve or repair the Premises or the Building if necessary to comply with current building codes or other applicable laws, or for structural alterations, repairs or improvements to the Building, or as Landlord may otherwise reasonably desire or deem necessary. Notwithstanding anything to the contrary contained in this Article 22, Landlord may enter the Premises at any time, without notice to Tenant, in emergency situations and/or to perform janitorial or other services required of Landlord pursuant to this Lease. Any such entries shall be without the abatement of Rent and shall include the right to take such reasonable steps as required to accomplish the stated purposes. Tenant hereby waives any claims for damages or for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other

use by Tenant, its employees or visitors. Tenant shall have the right to use all undesignated, unreserved parking spaces set forth in Section 11 of the Summary for parking in the Garage. Tenant shall abide, and cause its employees and visitors who utilize the Garage or any of the other Parking Facilities to abide, by all parking rules and regulations for parking in the Garage or such other Parking Facilities, as may be adopted and/or modified by Landlord and/or Landlord's parking operator from time to time. Tenant's continued right to use the parking spaces in the Garage is conditioned upon Tenant abiding by all rules and regulations which are prescribed from time to time for the orderly operation and use of the Garage and upon Tenant's cooperation in seeing that Tenant's employees and visitors also comply with such rules and regulations. Tenant authorizes Landlord to tow, at Tenant's expense, any vehicle belonging to Tenant or Tenant's employees parking in violation of these provisions and/or to attach violation stickers or notices to any such vehicle. In addition, Landlord may assign any parking spaces and/or make all or a portion of such spaces reserved or institute an attendant-assisted tandem parking program and/or valet parking program if Landlord determines in its sole discretion that such is necessary or desirable for orderly and efficient parking, provided no such modification may be made to that portion of the Garage dedicated to the office tenants of the Building and exclusively used by Tenant unless approved by Tenant. Landlord specifically reserves the right to change the location, size, configuration, design, layout and all other aspects of the Parking Facilities at any time and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, temporarily close-off or restrict access to the Parking Facilities or temporarily relocate Tenant's parking spaces to other parking structures and/or surface parking areas within a reasonable distance from the Parking Facilities, for purposes of permitting or facilitating any such construction, alteration or improvements. Landlord may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have all the rights of control attributed hereby to Landlord. The parking spaces provided to Tenant pursuant to this Article 23 are provided solely for use by Tenant's own personnel and such spaces may not be transferred, assigned, subleased or otherwise alienated by Tenant without Landlord's prior approval, except to any subtenants in connection with a Permitted Transfer pursuant to Section 14.7(b).

ARTICLE 24.
PURCHASE OPTION

At any time prior to the date that is the end of the thirtieth (30th) calendar month after the Lease Commencement Date (the "**Purchase Option Expiration Date**"), provided Tenant is not then in default of a monetary obligation beyond all notice and applicable cure periods under this Lease, Tenant shall have the right, at Tenant's option, to purchase the Building (and all right, title and interest, if any, that Landlord may have in and to all rights, privileges and appurtenances pertaining the Building, including all of Landlord's right, title and interest, if any, in and to all rights-of-way, open or proposed streets, alleys, and easements) and assume the obligations of the Landlord under the retail leases in effect at such time for space within the Building (the "**Purchase Option**") upon giving notice in writing to Landlord (the "**Purchase Notice**"). The Purchase Notice must be received by Landlord at least ninety (90) days prior to the date set forth above and the closing of such purchase must occur on or prior to the Purchase Option Expiration Date. If Tenant exercises this Purchase Option, then Tenant shall purchase and Landlord shall sell the Building, subject to (i) the requirements of Landlord's lender with respect to the Building, and (ii) all existing retail leases, in its "as-is" condition upon the terms and conditions and the purchase price set forth in the form of Purchase and Sale Agreement attached hereto as **Exhibit H** (the "**Purchase Agreement**"). Tenant shall purchase Landlord's interest in the Building for the purchase price set forth and in accordance with the Purchase Agreement, provided that by or at the closing of said purchase, Landlord shall have received payment of Base Rent hereunder for at least an amount equal to Six Million Seven Hundred Forty-Nine Thousand Three Hundred Three and 20/100 Dollars ($6,749,303.20), which represents the Base Rent owing for first eight (8) full months of the initial Lease Term pursuant to Section 8 of the Summary. Upon the closing of title pursuant to the Purchase Agreement, this Lease shall terminate and end and be of no further force or effect. The Purchase Option shall expire without notice upon the earlier of (x) the Purchase Option Expiration Date or (y) the termination of this Lease unless the said Purchase Option was exercised prior to such date.

ARTICLE 25.
RIGHTS OF FIRST OFFER

25.1 Right of First Offer to Purchase the Building.

(a) Commencing on the first day of the thirty-first (31st) calendar month after the Lease Commencement Date and continuing at any time thereafter during the Lease Term, if Landlord intends to sell the Building to a third party, prior to accepting an offer from such third party, Landlord shall give Tenant written notice ("**Sale Proposal**") stating a price in U.S. dollars (the "**Offered Sale Price**") which Landlord would be willing to accept for a sale of the Building. Prior to the sixtieth (60th) day following the date upon which the Sale Proposal is given, Tenant shall give written notice to Landlord as to whether or not it accepts Landlord's offer to sell the Building to Tenant at the Offered Sale Price. The failure by the Sale Offeree to give a timely notice of acceptance under the immediately preceding sentence shall conclusively be deemed as notice that Tenant does not accept Landlord's offer and the date of such deemed notice of rejection of the offer shall be the sixtieth (60th) day following the receipt of the Sale Proposal.

(b) If, in accordance with the terms of Section 25.1(a) above, Tenant elects to purchase the Building, then settlement shall occur under this Section 25.1 within ninety (90) days after the election is made under Section 25.1(a) above, upon not less than ten (10) days prior written notice by Tenant. At such settlement, Tenant shall pay an amount equal to the Offered Sale Price, subject to customary prorations and adjustments, and, in consideration therefor, Landlord shall execute and deliver a Grant Deed to Tenant as of the date of settlement, free and clear of all monetary lien.

(d) In the event Tenant is unable or unwilling to close on the purchase of the Building in strict accordance with the terms of this Section 25.1, (i) Landlord may elect to proceed in accordance with Section 25.1(e) below, and (ii) Tenant shall have no further right of first offer under this Section 25.1. In the event that Landlord fails to close in accordance with Section 25.1(b) above, Tenant shall have the remedy of specific performance.

(e) If, in accordance with the terms of Section 25.1 above, Tenant rejects Landlord's offer to purchase the Building, or if Tenant defaults in its obligation to close in accordance with Section 25.1(b) above, then Landlord shall have the unilateral right, power and authority and in its sole and absolute discretion (without further consent, signature or other action by Tenant), to (i) engage third party brokers to market the Building for sale to third parties (who or which are not Affiliates of Landlord) for a period of nine (9) months thereafter, for the Offered Sale Price provided by Landlord to Tenant, and (ii) accept offers from and enter into a binding purchase and sale agreement with a third party (who or which are not Affiliates of Landlord) to purchase the Building, and consummate the closing of any such sale of the Building; provided, however, that Landlord shall not close on a sale of the Building for a gross sales price that is less than ninety percent (90%) of the Offered Sale Price.

25.2 Right of First Offer to Lease Retail Space in the Building.

(a) At any time and from time to time during the Lease Term, subject to the prior rights of any existing tenants, all applicable laws and to the terms of this Section 25.2 and the exclusions set forth in Section 25.3, Tenant shall have a right of first offer ("**Right of First Offer to Lease**") to lease any part of the Retail Space (such space, the "**Offer Space**") in its "as is" condition. Accordingly, if any Offer Space has "become available" for leasing by Landlord, Landlord shall provide written notice to Tenant of this fact and its right to lease the Offer Space (the "**First Offer Leasing Notice**"). For purposes of this Section 25.2, the Offer Space shall be deemed to "become available" when the lease(s) or any options relating thereto for any current tenant(s) of all of the Offer Space expires or will expire within nine (9) months or is otherwise terminated. In addition, at the start of each calendar year, Landlord shall endeavor to provide Tenant with a list of the retail spaces within the Building that Landlord believes are likely to become available during said calendar year. The First Offer Leasing Notice shall contain the following information:

(i) A site plan showing the location of the Offer Space in the Building and its approximate dimensions;

(ii) The date on which the Landlord expects the Offer Space to become available;

(iii) The Base Rent for such Offer Space; and

(iv) The Tenant's increased Share of Direct Expenses owing in connection with the Offer Space.

(b) Tenant shall respond in writing to the First Offer Leasing Notice within five (5) days of receipt to either accept or reject the lease of the Offer Space on the terms provided. If Tenant timely delivers to Landlord, in accordance with the conditions of this Section, written notice of Tenant's election to exercise the Right of First Offer to Lease for all of the Offer Space, then the Offer Space shall be deemed added to the Premises and shall be subject to the terms and conditions in the Lease with the exception of those Lease modifications set forth in clause (c) below. If Tenant declines or fails to duly and timely exercise its Right of First Offer to Lease within the required time frame, Landlord shall thereafter be free to lease such Offer Space in portions or in its entirety to any third-party tenant. If Tenant declines (or is deemed to have declined) to exercise its Right of First Offer to Lease in response to a First Offer Leasing Notice, and Landlord subsequently modifies the Base Rent for the applicable Offer Space to an amount that is lower than 90% of the Base Rent for such Offer Space that was in the First Offer Leasing Notice, then Landlord shall provide to Tenant an amended First Offer Leasing Notice with the adjusted Base Rent and all terms governing Tenant's Right of First Offer to Lease under this Section 25.2 shall apply.

(c) If Tenant leases the Offer Space pursuant to the terms of this Section 25.2, all the obligations, terms, and conditions under the Lease shall also apply to the Offer Space except that:

(i) The commencement date for the Lease for the Offer Space (the "**Commencement Date for the Offer Space**") shall be the day the Offer Space is delivered to the Tenant broom clean, free of tenants or other occupants, and in its then "as is" condition;

(ii) As of the Commencement Date for the Offer Space, the Offer Space shall be deemed part of the Premises;

(iii) As of the Commencement Date for the Offer Space, Tenant's Share of Direct Expenses hereunder shall be increased to an amount to capture the share of Direct Expenses any tenant for such Offer Space would be required to pay in connection with leasing such Offer Space; and

(iv) As of the Commencement Date for the Offer Space, the Base Rent hereunder shall be readjusted to add to the existing Base Rent an amount equal to the amount computed by multiplying the square footage

ARTICLE 26.
MISCELLANEOUS PROVISIONS

26.1 Terms; Captions. The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

26.2 Binding Effect. Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Article 14 of this Lease.

26.3 No Waiver. No waiver of any provision of this Lease shall be implied by any failure of a party to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently, any waiver by a party of any provision of this Lease may only be in writing, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Lease Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Lease Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

26.4 Modification of Lease. Should any current or prospective mortgagee or ground lessor for the Project require a modification or modifications of this Lease, which modification or modifications will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are required therefor and deliver the same to Landlord within ten (10) days following the request therefor. Should Landlord or any such current or prospective mortgagee or ground lessor require execution of a short form of Lease for recording, containing, among other customary provisions, the names of the parties, a description of the Premises and the Lease Term, Tenant agrees to execute such short form of Lease and to deliver the same to Landlord within ten (10) days following the request therefor.

26.5 Transfer of Landlord's Interest. Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Real Property, the Project, the Building and/or in this Lease, and Tenant agrees that in the event of any such transfer, Landlord shall automatically be released from all liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer. The liability of any transferee of Landlord shall be limited to the interest of such transferee in the Building and such transferee shall be without personal liability under this Lease, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgage lender as additional security and agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look to Landlord for the performance of its obligations hereunder.

26.6 Prohibition Against Recording. Except as provided in Section 24.4 of this Lease, neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and the recording thereof in violation of this provision shall make this Lease null and void at Landlord's election.

26.7 Landlord's Title; Air Rights. Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

26.8 Tenant's Signs. At Tenant's cost, Landlord shall include Tenant's name and location in the Building on one (1) line on the Building directory. Tenant shall be entitled, at its sole cost and expense, to (i) one (1) identification sign on or near the entry doors of the Premises, (ii) one (1) identification sign on the outside of the Building, as designated by Landlord for use by the office tenant in the Building, and corresponding additional identification signs for any Transferee of a Permitted Transfer. Such signs shall be installed by a signage contractor designated or approved by Landlord. The location, quality, design, style, lighting and size of such signs shall be compliant with any applicable codes or regulations established by the City of Millbrae, consistent with the Landlord's Building standard signage program, the sign criteria for the Project set forth on **Exhibit I** attached hereto, and shall be subject to Landlord's prior written approval, in its reasonable discretion. Upon the expiration or earlier termination of this Lease, Tenant shall be responsible, at its sole cost and expense, for the removal of such signage and the repair of all damage to the Building caused by such removal. Except for such identification signs, Tenant may not install any signs on the exterior or roof of the Building or the common areas of the Building or the Real Property. Any signs, window coverings, or blinds (even if the same are located behind the Landlord approved window coverings for the Building), or other items visible from the exterior of the Premises or Building are subject to the prior approval of Landlord, in its sole and absolute discretion.

26.9 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties

26.13 No Warranty. In executing and delivering this Lease, Tenant has not relied on any representation, including, but not limited to, any representation whatsoever as to the amount of any item comprising Additional Rent or the amount of the Additional Rent in the aggregate or that Landlord is furnishing the same services to other tenants, at all, on the same level or on the same basis, or any warranty or any statement of Landlord which is not set forth herein or in one or more of the Exhibits attached hereto.

26.14 Landlord Exculpation. It is expressly understood and agreed that notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Landlord and the Landlord Parties hereunder (including any successor landlord) and any recourse by Tenant against Landlord or the Landlord Parties shall be limited solely and exclusively to an amount which is equal to the ownership interest of Landlord in the Building (excluding any proceeds thereof), and neither Landlord, nor any of the Landlord Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Project and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. If Tenant claims or asserts that Landlord has violated or failed to perform a covenant of Landlord not to unreasonably withhold or delay Landlord's consent or approval, Tenant's sole remedy shall be an action for specific performance, declaratory judgment, or injunction and in no event shall Tenant be entitled to any monetary damages for a breach of such covenant and in no event shall Tenant claim or assert any claim for any monetary damages in any action or by way of set-off, defense, or counterclaim, and Tenant specifically waives the right to any monetary damages or other remedies. The provisions hereof shall inure to Landlord's successors and assigns including any mortgagee.

26.15 Entire Agreement. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease and any side letter or separate agreement executed by Landlord and Tenant in connection with this Lease and dated of even date herewith contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, shall be considered to be the only agreement between the parties hereto and their representatives and agents, and none of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Lease.

26.16 Right to Lease. Subject to Section 1.5 above, Landlord reserves the absolute right to effect such other tenancies in the Building and at the Real Property as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building and Real Property. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Building or Real Property.

26.17 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, pandemic, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes (except financial) beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease and except with respect to Tenant's obligations under the Tenant Work Letter (collectively, the "**Force Majeure**"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

26.18 Waiver of Redemption by Tenant. Tenant hereby waives for Tenant and for all those claiming under Tenant all right now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

26.19 Notices. All notices required under this Lease and other information concerning this Lease ("**Communications**") shall be (a) personally delivered, (b) sent by first class mail, postage prepaid, (c) sent by overnight courier, or (d) sent by e-mail. Such Communications sent by personal delivery, mail, overnight courier, or e-mail will be sent to the addresses indicated in Sections 3 and 5 of the Summary to this Lease, or to such other addresses as Landlord and Tenant may specify from time to time in writing. Communications shall be effective (i) if mailed, upon the earlier of receipt or five (5) days after deposit in the U.S. mail, first class, postage prepaid, (ii) if hand-delivered, by courier or otherwise (including telegram, lettergram or mailgram), when delivered, or (iii) if sent by email, on the date of transmission.

26.20 Joint and Several. If there is more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.

26.21 Authority. If Tenant is a corporation or partnership, each individual executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in the state in which the Real Property is located and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so.

26.24 Submission of Lease. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

26.25 Brokers. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the real estate brokers or agents specified in Section 12 of the Summary (the "**Brokers**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Landlord shall pay to the Brokers the fee(s) as set forth in a separate agreement between Landlord and the Brokers for services rendered in this transaction. Landlord shall be solely responsible for the payment of brokerage commissions to the Brokers. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than the Brokers.

26.26 Independent Covenants. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord; provided, however, that the foregoing shall in no way impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof so long as notice is first given to Landlord and any holder of a mortgage or deed of trust covering the Building, Real Property or any portion thereof, of whose address Tenant has theretofore been notified, and an opportunity is granted to Landlord and such holder to correct such violations as provided above.

26.27 Building Name and Signage. Landlord shall have the right at any time to change the name of the Building and Real Property and to install, affix and maintain any and all signs on the exterior and on the interior of the Building and any portion of the Real Property as Landlord may, in Landlord's sole discretion, desire. Tenant shall not use the name of the Building or Real Property or use pictures or illustrations of the Building or Real Property in advertising or other publicity, without the prior written consent of Landlord. Tenant acknowledges and agrees that the name of the Project and all variations thereof, are proprietary to Landlord. Tenant shall not use any such name or any variation thereof or identify Landlord in any promotional advertising or other promotional materials to be disseminated to the public or any portion thereof or use any trademark, service mark, trade name or symbol of Landlord or that is associated with it, without Landlord's prior written consent, which may be given or withheld in Landlord's sole discretion. Notwithstanding the foregoing, Tenant may use the name of the Project to identify the location of the Premises.

26.28 Public Records Act. This Lease, all exhibits attached and incorporated into the Lease by reference, and related documents are subject to public inspection and disclosure under the California Public Records Act (California Government Code Section 6250 et seq.), which provides that records in the custody of a public entity be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set forth in California Government Code Sections 6254 through 6255.

26.29 Landlord Renovations. It is specifically understood and agreed that Landlord has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Premises, Building, Real Property, or any part thereof and that no representations or warranties respecting the condition of the Premises, the Building or the Real Property have been made by Landlord to Tenant, except as specifically set forth in this Lease. However, Tenant acknowledges that Landlord may from time to time, at Landlord's sole option, renovate, improve, alter, or modify (collectively, the "**Renovations**") the Building, Premises, and/or Real Property, including without limitation the Parking Facilities, common areas, systems and equipment, roof, and structural portions of the same, which Renovations may include, without limitation, (i) modifying the common areas and tenant spaces to comply with applicable laws and regulations, including regulations relating to the physically disabled, seismic conditions, and building safety and security, and (ii) installing new carpeting, lighting, and wall coverings in the Building common areas, and in connection with such Renovations, Landlord may, among other things, erect scaffolding or other necessary structures in the Building, limit or eliminate access to portions of the Real Property, including portions of the common areas, or perform work in the Building and/or Real Property, which work may create noise, dust or leave debris in the Building and/or Real Property. Tenant hereby agrees that such Renovations and Landlord's actions in connection with such Renovations shall neither constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent. Except to the extent caused by Landlord's gross negligence or willful misconduct, Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Renovations, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the Renovations or Landlord's actions in connection with such Renovations, or for any inconvenience or annoyance occasioned by such Renovations or Landlord's actions in connection with such Renovations.

26.30 Intentionally Omitted.

26.31 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All

26.32 Amendments. This Lease may only be amended by a writing signed by the parties hereto, or by an electronic record that has been electronically signed by the parties hereto and has been rendered tamper-evident as part of the signing process. The exchange of email or other electronic communications discussing an amendment to this Lease, even if such communications are signed, does not constitute a signed electronic record agreeing to such an amendment.

26.33 Green Building Provisions. Landlord and Tenant acknowledge and agree that Landlord is committed to employing sustainable operating and maintenance practices for the Building. Tenant shall cooperate in all material respects with Landlord in any programs in which Landlord may elect to participate relating to the Building's (i) energy efficiency, management and conservation; (ii) water conservation and management; (iii) environmental standards and efficiency; (iv) recycling and reduction programs; and/or (v) safety, which participation may include, without limitation, the Leadership in Energy and Environmental Design (LEED) program and related Green Building Rating System promoted by the U.S. Green Building Council. All carbon tax credits and similar credits, offsets and deductions are the sole and exclusive property of Landlord. Tenant affirms its support of these practices, and agrees to cooperate with Landlord by implementing reasonable conservation practices. Periodically, Landlord may offer additional examples, guidance and practices related to energy conservation measures, which Tenant agrees to consider for implementation. Notwithstanding anything herein to the contrary, Tenant shall not be restricted from operating its business in the fashion and manner which it deems appropriate for itself. Should any specific practice(s) proposed by Landlord be deemed to be inconsistent with Tenant's business operations, Tenant shall so advise Landlord in writing as its reason for declining to implement such specific practice(s).

26.34 Ground Lease. Tenant acknowledges and agrees that this Lease is subject to the terms and conditions of that certain Ground Lease (Office) between San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code Section 28500, et seq. ("**BART**"), as landlord, and Landlord, as tenant (as the same may be amended, modified and/or restated from time to time, the "**Ground Lease**") and Landlord shall comply with all terms and conditions of said Ground Lease. Tenant shall also comply with the terms and provisions of the Ground Lease applicable to "Subtenants" (as defined in the Ground Lease), as more particularly set forth in **Exhibit F** attached hereto and made a part hereof. Landlord shall not, during the Term of this Lease, amend the Ground Lease without Tenant's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. If Tenant fails to respond to a written request by Landlord for Tenant to provide its consent to amend the Ground Lease within five (5) business days of receipt thereof, Landlord shall deliver to Tenant a second written request. If Tenant fails to provide approval or comments in writing to the proposed amendment to the Ground Lease within five (5) business days of receipt of Landlord's second request, then Tenant shall have been deemed to approve of such amendment and Landlord shall be free to execute same.

26.35 Location. Tenant acknowledges that the Project is located within the Airport Protection Area of the San Francisco International Airport. The Project is also located adjacent to train tracks and a train station servicing BART and CalTrain. Aircraft and train operations in the vicinity of the Project may potentially create nuisances, including but not limited to noise, vibration or odors. Tenant should be aware that operations and flight numbers at the San Francisco International Airport could increase in the future. Tenant accepts possible inconvenience or discomfort from any of the foregoing, and Tenant hereby acknowledges and agrees that no claim of nuisance shall lie based on any of the foregoing.

ARTICLE 27.
OFAC COMPLIANCE

27.1 Tenant represents and warrants that (a) Tenant and each person or entity owning an interest in Tenant is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "**List**"), and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (b) none of the funds or other assets of Tenant constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (c) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly), (d) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant is prohibited by law or that the Lease is in violation of law, and (e) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "**Embargoed Person**" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Tenant is prohibited by law or Tenant is in violation of law.

27.2 Tenant covenants and agrees (a) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (b) to immediately notify Landlord in writing if any of the representations, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached, (c) not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

"Tenant":

SAN MATEO COUNTRY TRANSPORTATION DISTRICT,
a public agency

By: DocuSigned by: April Chan 422E3117F81C4C0...
Name: April Chan
Title: General Manager & CEO

ATTEST:

By: DocuSigned by: 67DC1B8F8023434...
Name: Margaret Williams
Title: District Secretary

APPROVED AS TO FORM:

By: DocuSigned by: 46F37C0025024D7...
Name: Joan Cassman
Its: Attorney for the District

"Landlord":

GATEWAY MILLBRAE OFFICE LLC,
a Delaware limited liability company

By: DocuSigned by: Michael R. Van Every 0BEA49D8F6F2492...
Name: Michael R. Van Every
Title: President

EXHIBIT A

PROJECT SITE PLAN

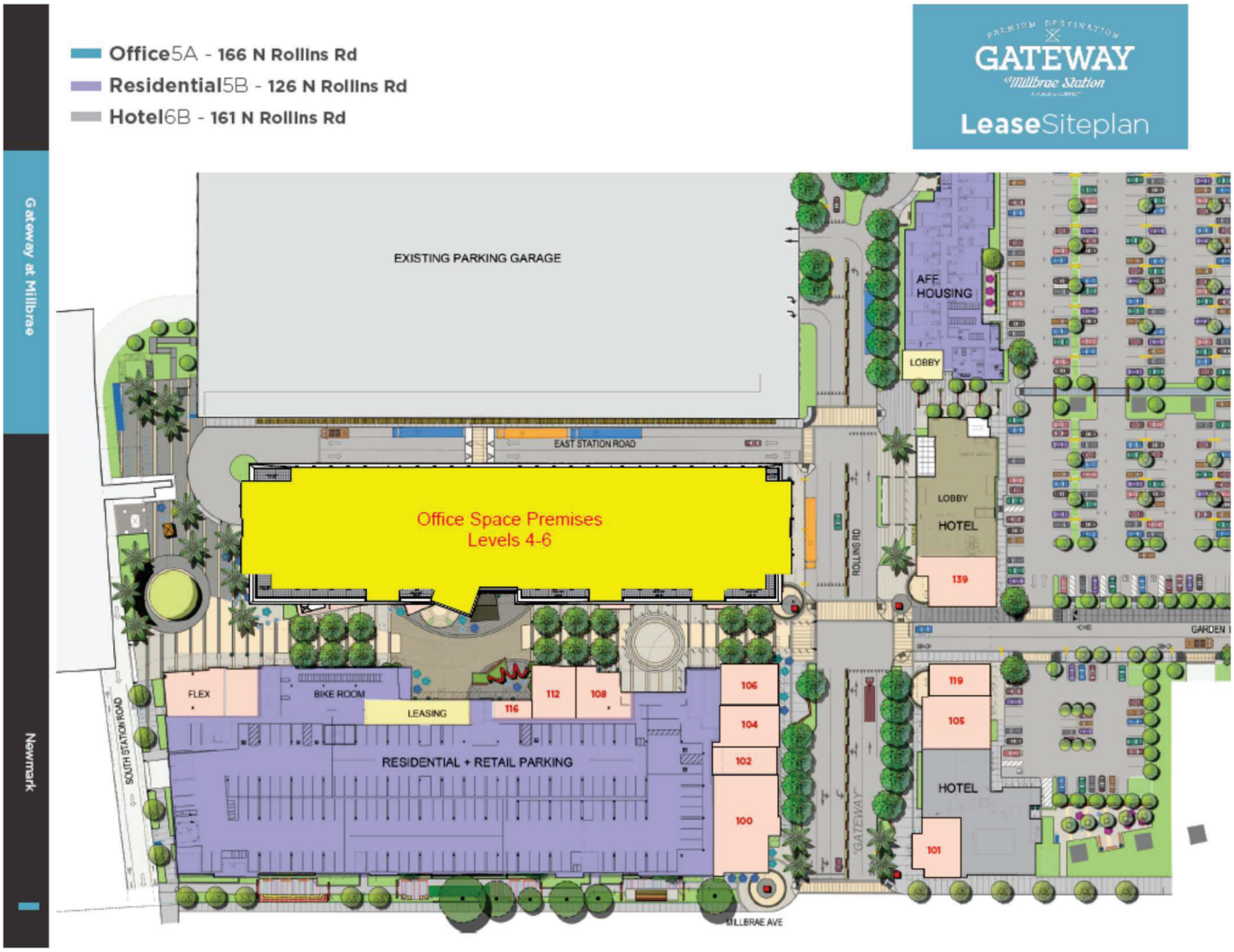
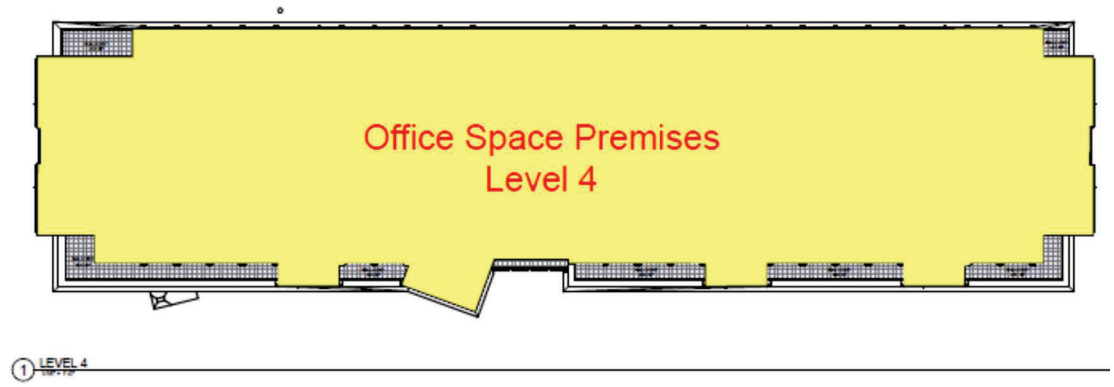
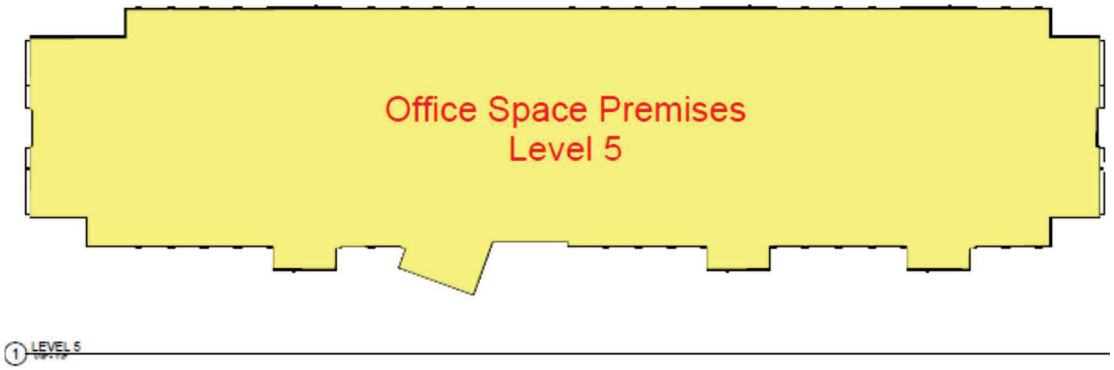


EXHIBIT B

PREMISES





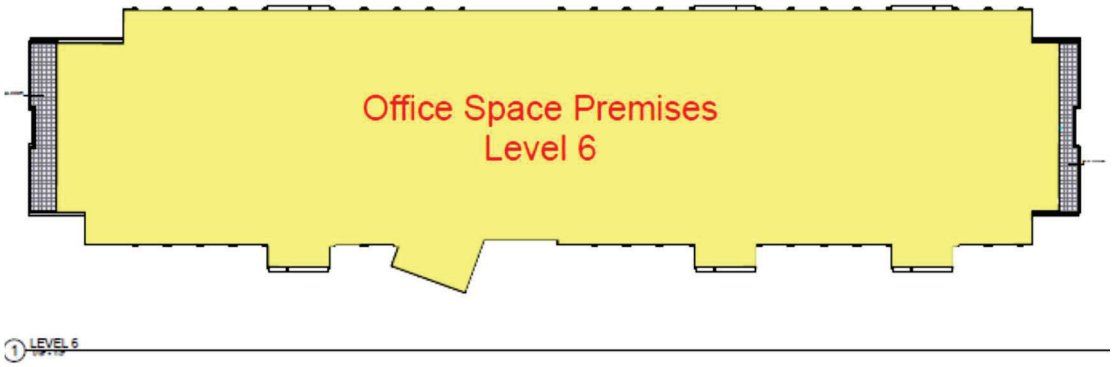


EXHIBIT C

TENANT WORK LETTER

[*See attached.*]

EXHIBIT C

TENANT WORK LETTER

THIS WORK LETTER AGREEMENT (the "**Work Letter Agreement**") is entered into as of the 18th day of December, 2023 by and between GATEWAY MILLBRAE OFFICE LLC, a Delaware limited liability company ("**Landlord**") and SAN MATEO COUNTY TRANSPORTATION DISTRICT, a public agency ("**Tenant**").

RECITALS:

A. Concurrently with the execution of this Work Letter Agreement, Landlord and Tenant have entered into that certain Lease dated as of the same date set forth in the preamble above (the "**Lease**") covering certain premises (the "**Premises**") more particularly described in Exhibit B attached to the Lease.

B. Pursuant to Article 24 of the Lease, Tenant holds an option to purchase the Building, and all right, title and interest, if any, that Landlord may have in and to all rights, privileges and appurtenances pertaining to the Building, including all of Landlord's right, title and interest, if any, in and to all rights-of-way, open or proposed streets, alleys, and easements.

C. Capitalized terms used in this Work Letter Agreement and not defined herein shall have the meanings ascribed to them in the Lease.

In order to induce Tenant to enter into the Lease (which is hereby incorporated by reference to the extent applicable) and in consideration of the mutual covenants hereinafter contained, Landlord and Tenant hereby agree as follows:

1. Work Schedule. Within ten (10) business days after approval of Tenant's final "test-fit" of the space plan for the Premises, Landlord shall deliver to Tenant, for Tenant's review and written approval (not to be unreasonably withheld, conditioned or delayed), a schedule (the "**Work Schedule**") setting forth a timetable for the planning and completion of the installation of the Warm Shell Improvements (as defined in Paragraph 2 below) and Tenant Improvements (as defined in Paragraph 3 below) to be constructed in the Premises, and the estimated Commencement Date for the Term of the Lease. The Warm Shell Improvements and Tenant Improvements are sometimes referred to in this Work Letter Agreement collectively as the "**Landlord's Work**." The Work Schedule shall set forth (a) each of the various items of work to be done by Landlord in connection with completion of the Landlord's Work, (b) time frame for Landlord to complete the Warm Shell Improvements, and (c) as applicable, time frames for Landlord and/or Tenant to review and approve certain items in connection with the completion of the Tenant Improvements. Tenant shall have a period of ten (10) business days following its receipt of the initial proposed Work Schedule to review and approve or propose modifications to the same, such approval not to be unreasonably withheld, conditioned or delayed. If Tenant fails to approve or propose modifications to the initial proposed Work Schedule within such ten (10) business day period, then Landlord will send a reminder notice to Tenant setting forth such failure (the "**Work Schedule Reminder Notice**"). If Tenant fails to approve or propose modifications to the proposed Work Schedule within five (5) business days of receipt of the Work Schedule Reminder Notice, then the proposed Work Schedule submitted to Tenant shall be deemed approved by Tenant. If Tenant timely proposes modifications to the proposed Work Schedule, or any subsequent versions thereof, then the parties shall meet to discuss such modifications and use commercially reasonable efforts to expeditiously come to an agreement on the final Work Schedule. In furtherance of the foregoing, Tenant shall provide its approval or comments to any revised Work Schedule within five (5) business days following its receipt thereof or such revised Work Schedule shall be deemed approved by Tenant (and this same process shall be followed for each subsequent revision to the Work Schedule provided by Landlord). Upon mutual agreement by both Landlord and Tenant, acting reasonably, the final approved Work Schedule shall become the basis for completing Landlord's Work. Notwithstanding any provision to the contrary in this Work Letter Agreement, any obligation of Tenant to perform under this Work Letter Agreement, including, without limitation, notice requirements, may be performed by Urban Hive (Kris McGee), or other authorized agent or representative as designated by Tenant in writing.

2. Warm Shell Improvements.

(a) Landlord shall complete, at its own cost and expense, all work necessary to design and construct the Warm Shell Improvements, to the extent not already existing in the Building as of the date of this Work Letter Agreement, including, without limitation the preparation of all drawings and related plans to construct the Warm Shell Improvements, including the space plan for the Warm Shell Improvements ("**Warm Shell Plans**"). As used in this Work Letter Agreement, "**Warm Shell Improvements**" shall (i) provide for a Class "A" office building, consisting

(iv) A heating and air conditioning system ("**HVAC System**") plus a "main dump" to each floor, exclusive of the distribution of air throughout each floor of the Premises and related ductwork, which shall be part of the Tenant Improvements (as defined below). The HVAC System includes (1) 48,000 CFM make up air unit providing 16,000 CFM to each floor and (2) 28-ton condensing unit trains to provide VRF heating/cooling to each floor. The air handling unit has been sized to provide ventilation based on square footage and occupancy per the California Mechanical Code. Ventilation is sized at 22,500 CFM based on 0.15 CFM/sq. ft. For avoidance of doubt, Landlord will provide necessary base building systems to meet ASHRAE Standard 55 within the Building for thermal comfort level requirements;

(v) A stubbed domestic water line and all plumbing, fixtures, pipes, outlets and accessories to be installed within the Building in connection with the construction of one (1) restroom per floor for each gender (i.e., men's and women's restrooms) located back-to-back of each other, including high-quality fixtures and finishes, inclusive of full-height stainless steel toilet partitions (or similar) with privacy hinge/closer, low flow toilets and optionality for composting toilets and waterless urinals, automated and aerated bathroom sink fixtures, and tiled walls, and one (1) water bottle filling station per floor within the Premises;

(vi) Finished and painted dry-walls, with Level 4 finish in connection with all common areas of the Building, including the restrooms referred to in clause (v) above, and the stairwells already constructed within the Building as of the date of this Work Letter Agreement, subject to clause (vii) below;

(vii) The ground floor lobby with all finishings (including drywall with Level 5 finish, lighting, furniture and feature wall) (but excluding any changes to the current footprint or layout of the lobby);

(viii) Paint-ready perimeter and central core interior walls;

(ix) Electricity to the Building through a main panel on the ground floor and distribution of electricity from the main panel to panels in the electrical rooms on each floor that comprises the Premises;

(x) Electric vehicle charging stations (which may require payment by the user) if and to the extent required by applicable law for the core and shell permit to be issued, provided that the type, brand, and servicer of such electric vehicle charging stations shall be subject to Tenant's prior written approval, not to be unreasonably withheld, conditioned or delayed;

(xi) A mail center (or mail room) on the ground floor for processing of incoming and outgoing mail for all tenants of the Building as and to the extent required by the U.S. Postal Service to deliver mail to the Building, the improvements of such mail center to include flooring, finished and painted walls, ceiling, lighting, electricals, HVAC, and a horizontal working space;

(xii) Elevator call buttons located centrally among elevator cabs in the ground floor lobby; and

(xiii) To the extent not already completed, any other improvements required by applicable laws, regulations, ordinances, and any applicable terms and conditions set forth in that certain Development Agreement dated January 28, 2019, and any conditions of project approval issued by the City of Millbrae.

(b) Landlord shall be responsible for payment of all costs relating to the Warm Shell Improvements, including, without limitation, the costs of preparing the Warm Shell Plans.

(c) Upon substantial completion of the Warm Shell Improvements, Landlord shall assign to Tenant all manufacturer's or supplier's warranties obtained by Landlord with respect to the Warm Shell Improvements and Tenant shall look solely to such manufacturer or supplier with respect to all defects in workmanship or materials with respect to the Warm Shell Improvements.

3. Tenant Improvements / Tenant Improvement Allowance.

(a) Landlord shall complete all Tenant Improvements pursuant to the terms of this Work Letter Agreement. Reference herein to "**Tenant Improvements**" shall include, but not be limited to, any or all of the following work to be done in the Premises (and within common areas of the Building for exclusive use by Tenant) pursuant to the Tenant Improvement Plans and in accordance with, at a minimum, Landlord's standard specifications for the design of the Tenant Improvements which are attached as Schedule 1 to this Work Letter (the "**Office TI Building Standards**"):

(iv) To the extent requested by Tenant during the initial determination of the Tenant Improvement Plans and the Scope of Work, electric vehicle charging stations in the Garage for exclusive use by Tenant;

(v) A bike parking and storage area on the ground floor for exclusive use by Tenant;

(vi) One (1) or more private (single-occupant) restroom that is available for any gender, including high-quality fixtures and finishes, low flow toilets and optionality for composting toilets and waterless urinals, automated and aerated bathroom sink fixtures, and tiled walls.

(vii) Installation within the Premises of all partitioning, doors, floor coverings, accent or specialty ceilings, painting, millwork, branding and room signage, and similar items;

(viii) Except as provided in Section 2(a) above, any improvements to the ground floor lobby that are requested by Tenant during the initial determination of the Tenant Improvement Plans and the Scope of Work;

(ix) All non-code required signage including exterior signage, lobby signage, floor by floor landing signage and any individual suite signage;

(x) Construction of a board room sufficient for use in connection with public meetings to be hosted by Tenant; and

(xi) Construction management and supervision of the installation of the Tenant Improvements by Landlord's representative.

In no event, however, shall the Tenant Improvements to be constructed by Landlord include trade fixtures, furniture or equipment of the Tenant.

(b) Landlord hereby grants to Tenant a "**Tenant Improvement Allowance**" of up to an amount determined by multiplying the rentable square feet of the Premises by Two Hundred Thirty-Five Dollars ($235), which equals Thirty-Six Million Eight Hundred Fifty Thousand Eight Hundred Twenty and 00/100 Dollars ($36,850,820.00). Landlord's maximum contribution towards the Tenant Improvements shall be limited to said Tenant Improvement Allowance. The Tenant Improvement Allowance shall only be used for payment of the following (collectively, "**Tenant Improvement Expenses**"):

(i) The cost of negotiating and preparing all contracts related to the construction of the Tenant Improvements and the cost of preparing the Tenant Improvement Plans, including mechanical, electrical, fire and life safety, communications, plumbing and structural drawings, and any other drawings or plans as necessary to prepare for installation of the Tenant Improvements. The Tenant Improvement Allowance will not be used for the payment of the Warm Shell Plans;

(ii) All costs arising out of the review and approval of the Tenant Improvement Plans (by Tenant and any applicable governmental agency with jurisdiction over the Project), and any permit and license fees relating to construction of the Tenant Improvements;

(iii) All costs relating to the construction of the Tenant Improvements;

(iv) All fees to the general contractor, subcontractors, including but not limited to any fees based on general conditions, consultants, designers, architects, and space planner(s) (hereinafter referred to as "**Contractor**" or "**Contractors**") engaged by Landlord to provide services in connection with the Tenant Improvements;

(v) The cost of any testing or inspections of the Tenant Improvements and Premises during construction and upon completion; and

(vi) A construction management fee payable to Landlord or Landlord's designee equal to three percent (3%) of the total hard and soft costs incurred in connection with the construction of all Tenant Improvements.

Notwithstanding anything to the contrary in this Work Letter Agreement, to the extent Landlord elects to seek governmental approvals of the Warm Shell Improvements and the Tenant Improvements together and/or to develop the Warm Shell Plans and the Tenant Improvement plans together, then the costs thereof shall be equitably allocated

to the initial proposed Pricing Schedule within ten (10) business days after the date the Pricing Schedule is received by Tenant, then Landlord shall send a reminder notice to Tenant setting forth such failure (the "**Pricing Schedule Reminder Notice**"). A failure by Tenant to respond within the initial ten (10) business day period described above shall constitute a Tenant Delay. If Tenant fails to approve or propose modifications to the proposed Pricing Schedule within five (5) business days of receipt of the Pricing Schedule Reminder Notice, then the proposed Pricing Schedule submitted to Tenant shall be deemed approved by Tenant. If Tenant timely proposes modifications to the proposed Pricing Schedule, or any subsequent versions thereof, then the parties shall meet to discuss such modifications and use commercially reasonable efforts to expeditiously come to an agreement on the final Pricing Schedule. In furtherance of the foregoing, Tenant shall provide its approval or comments to any revised Pricing Schedule within five (5) business days following its receipt thereof or such revised Pricing Schedule shall be deemed approved by Tenant (and this same process shall be followed for each subsequent revision to the Pricing Schedule provided by Landlord). Upon mutual agreement by both Landlord and Tenant, the final approved Pricing Schedule shall become the basis for charging the Tenant Improvement Expenses against the Tenant Improvement Allowance. In the event that (i) the cost of installing the Tenant Improvements, as established by the final approved Pricing Schedule, shall exceed the Tenant Improvement Allowance, (ii) any cost arising out of completing the Tenant Improvements is not a Tenant Improvement Expense as provided in Paragraph 2(b) above or (iii) the cost of installing the Tenant Improvements increases due to change in the Scope of Work or the use of Non-Standard Improvements, in either case as requested by Tenant and approved by Landlord (collectively, the "**Excess Cost**"), the Excess Cost shall be paid directly by Landlord, and Tenant shall reimburse the Landlord for such Excess Cost within thirty (30) days after receipt of written demand from Landlord. For avoidance of doubt, Landlord's written demand for reimbursement of any Excess Cost shall include reasonable supporting documentation, including, without limitation, copies of paid invoices and written correspondence evidencing Tenant's approval (or deemed approval) of such Excess Cost.

(d) Prior to (i) entering into contract with any Contractor or (ii) commencement of work that requires a change order, Landlord will provide Tenant with a copy of any estimate, proposal, RFP submission or similar submittal, fee quote, or change order (each, a "**Scope of Work**"). Tenant shall have a period of ten (10) business days following its receipt of the proposed Scope of Work to review and approve or provide modifications or comments to the same, such approval not to be unreasonably withheld, conditioned or delayed. If Tenant timely proposes reasonable modifications to the proposed Scope of Work, then the parties shall meet to discuss such modifications and use commercially reasonable efforts to expeditiously come to an agreement on the Scope of Work. In furtherance of the foregoing, Tenant shall provide its approval or comments to any revised Scope of Work within five (5) business days following its receipt thereof or such revised Scope of Work shall be deemed approved by Tenant (and this same process shall be followed for each subsequent revision to the Scope of Work provided by Landlord). If Tenant fails to approve or propose Scope of Work within ten (10) business days of Tenant's receipt, then the proposed Scope of Work submitted to Tenant shall be deemed approved by Tenant. On a monthly basis following commencement of construction of the Tenant Improvements until substantial completion, Landlord will deliver to Tenant a summary report of all Tenant Improvement Expenses charged against the Tenant Improvement Allowance. The summary report shall include the following details: high-level description of material or equipment installed (including brand name, model number, and quantity) and itemized costs and fees. Upon Tenant's request, Landlord will provide copies of any or all invoices paid to Contractors in connection with the Tenant Improvements.

(e) Any unused portion of the Tenant Improvement Allowance upon completion of the Tenant Improvements up to Twenty Dollars ($20) per rentable square feet of the Premises (which equals Three Million One Hundred Thirty-Six Thousand Two Hundred Forty and 00/100 Dollars ($3,136,240.00)) shall be made available to Tenant to pay for Tenant's furniture, fixtures and equipment to be used and located at the Premises. Other than as set forth in the preceding sentence, any unused portion of the Tenant Improvement Allowance upon completion of the Tenant Improvements shall not be refunded to Tenant or be made available to Tenant as a credit against any obligations of Tenant under the Lease.

4. Tenant Improvement Plans. Immediately after the execution of the Lease and this Work Letter Agreement and subject to the time frames required by the Work Schedule, Tenant agrees to meet with Landlord's architect and/or space planner for the purpose of promptly finalizing a space plan for the layout of the Premises. Based upon such space plan, Landlord's architect shall prepare final working drawings and specifications for the Tenant Improvements. Such final working drawings and specifications (including any space plan for the Tenant Improvements) are referred to herein as the "**Tenant Improvement Plans**". The Tenant Improvement Plans will be substantially consistent with the Office TI Building Standards. Notwithstanding the foregoing, Warm Shell Plans will be separate from the Tenant Improvement Plans.

5. Non-Standard Tenant Improvements. Landlord shall permit Tenant to deviate from the Office TI Building Standards for the Tenant Improvements (the "**Non-Standard Improvements**"), provided that (a) the deviations shall not be of a lesser quality than the Office TI Building Standards; (b) the deviations conform to applicable governmental regulations and necessary governmental permits and approvals have been secured; (c) the deviations do not require

to the Tenant Improvement Plans any changes necessary to obtain the building permit. Concurrent with the plan checking, Landlord shall provide its general contractor's guaranteed maximum price for the cost of constructing the Tenant Improvements, for Tenant's reasonable approval, in accordance with the Work Schedule, taking into account any modifications which may be required to reflect changes in the Tenant Improvement Plans required by the City or County in which the Premises are located. After final approval of the Tenant Improvement Plans, no further changes may be made thereto without the prior written approval from both Landlord and Tenant, which in each case shall not be unreasonably withheld or delayed, and then only after agreement by Tenant to pay any Excess Costs resulting from the design and/or construction of such changes to the extent they are not covered by the Tenant Improvement Allowance. Tenant hereby acknowledges that any such changes shall be subject to the terms of Paragraph 7 below.

7. Construction of Tenant Improvements.

(a) Promptly after the execution and delivery of this Work Letter Agreement, Landlord shall obtain and provide to Tenant proposals from at least three (3) third-party licensed general contractors to be considered to perform the construction of the Tenant Improvements (the "**GC Bid List**"). Tenant shall have a right to suggest potential general contractors to be included in the GC Bid List provided Tenant provides such suggestions within ten (10) business days after execution of this Work Letter Agreement. Such proposals shall be evaluated by the parties based on (x) the percentage of profit and overhead they propose to charge and (y) the percentage for the general requirements and conditions they propose to charge. Upon receipt of said proposals, the parties will work together in good faith to mutually agree on the general contractor selected to complete the Tenant Improvements pursuant to the approved Tenant Improvement Plans.

(b) After the general contractor is selected pursuant to the process outlined in clause (a) above, Landlord shall require that the general contractor obtain and provide to Landlord and Tenant proposals from at least three (3) third party licensed subcontractors for each major trade that will be required to construct the Tenant Improvements. Upon receipt of said proposals, the general contractor, Landlord, and Tenant will work together in good faith to mutually agree on the subcontractor(s) selected to complete the Tenant Improvements pursuant to the approved Tenant Improvement Plans.

(c) After the Tenant Improvement Plans have been prepared and approved, the final pricing has been approved as provided hereunder and a building permit for the Tenant Improvements has been issued, Landlord shall cause its contractor to begin installation of the Tenant Improvements in accordance with the Tenant Improvement Plans. Landlord shall supervise the completion of such work and shall use reasonable commercial efforts to secure substantial completion of the work in accordance with the Work Schedule. Tenant shall have the right, but not the obligation, to attend any weekly meetings scheduled and/or held by Landlord and its Contractors relating to the Tenant Improvements. The cost of such work shall be paid as provided in Paragraph 2 above.

(d) Landlord and Tenant shall schedule and arrange site walkthroughs at the following points of construction: (i) prior to "closing up" of the walls, (ii) at substantial completion of the Tenant Improvements to develop the Punch List (as defined in Section 8 below), and (iii) prior to sign off on the completion of the Punch List items. Without limiting Tenant's rights in the foregoing, Tenant may, from time to time during performance of Landlord's Work and with at least 48 hours' prior written notice to Landlord, enter and inspect the Building and Premises.

8. Completion and Rent Commencement Date. The commencement of the Term of the Lease and Tenant's obligation for the payment of rent under the Lease shall commence as of the date referred to in Section 2.1 of the Lease provided, however, that if there is a delay in substantial completion of the Tenant Improvements as a result of:

(a) Tenant's failure to timely approve any items or perform any other obligation in accordance with and by the date specified in the Work Schedule or as provided in this Work Letter Agreement;

(b) Tenant's request for materials, finishes or installations other than those readily available (except those approved in the final Tenant Improvement Plans);

(c) Tenant's changes in the Tenant Improvement Plans after the previous approval of the Tenant Improvement Plans by Tenant; or

(d) Tenant's request to deviate from the Office TI Building Standards for the Tenant Improvements (except those approved in the final Tenant Improvement Plans);

then the commencement of the Term of the Lease and the Rent Commencement Date shall be accelerated by the number of days of such delay. The Tenant Improvements shall be deemed substantially complete notwithstanding the

all costs and expenditures incurred by Landlord in the completion of the Tenant Improvements so long as Tenant conducts said audit at its cost and expense during the eighteen (18) month period after the substantial completion of the Tenant Improvements.

10. Force Majeure. Landlord shall not be liable for any damages, whether direct or consequential, as a result of delays in construction beyond Landlord's reasonable control, including, but not limited to, war, civil unrest, strike, labor troubles, unusually inclement weather, governmental delays, inability to secure governmental approvals or permits, governmental restrictions, availability of materials or labor, acts of God, or any Tenant Delays. If this Work Letter specifies a time period for performance of an obligation of Landlord, that time period shall be extended by the period of any delay in Landlord's performance caused by any of the events of force majeure described above.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Work Letter Agreement is entered into as of the date first written above.

LANDLORD:

GATEWAY MILLBRAE OFFICE LLC,
a Delaware limited liability company

By: DocuSigned by: Michael R. Van Every 0BEA49D8F6F2492...
Name: Michael R. Van Every
Title: President

TENANT:

SAN MATEO COUNTRY TRANSPORTATION DISTRICT,
a public agency

By: DocuSigned by: April Chan 422E3117F81C4C0...
Name: April Chan
Title: General Manager & CEO

ATTEST:

By: DocuSigned by: 67DC1B8F8023434...
Name: Margaret Tseng
Title: District Secretary

APPROVED AS TO FORM:

By: DocuSigned by: 46F37C0025024D7...
Name: Joan Cassman
Its: Attorney for the District

Schedule 1

Office TI Building Standards

[*See attached.*]

Republic
URBAN PROPERTIES

Millbrae Gateway - 5A Office TI Building Standards

1. **T-Bar Ceilings**: Per tenant's design supply and install where shown on TI plans using a 2'x4'x15/16" USG tile, “second look” design.
2. **Drywall:** Interior metal framed walls using 20 Ga. 6" metal stud & tracks with one layer of 5/8" type-X drywall at each side. All walls are finished with a medium knockdown texture throughout.
3. **Lighting**: 2’x4’ LED lighting, 6" can lights, switches, plugs, T-24 lighting controls, room sensors, etc. by Tenant. Wiring per commercial electrical codes and finish trims in standard white.
4. **Millwork & Doors**: Interior doors are 3’x7’ pre-finished clear maple, solid core with hollow metal frames, using bronze or aluminum frames with color TBD. Finish door hardware to be satin chrome using Saturn style handles. Executive office rooms have privacy locks, and all others are passage locksets. Office sidelight windows are 3’x4’ with anodized frames and clear glass adjacent to office doors.
5. **Paint**: Sherwin Williams or approved equal with one coat primer and one finish coat throughout; one color throughout using an eggshell finish; color TBD.
6. **Flooring**:
    a. Carpet tile to be Bentley Mills or equal in common hallways.
    b. LVP in cubicle open areas.
    c. VCT in IT rooms, janitor closets, storage rooms, with 4" rubber base in all areas.
    d. Polished concrete as a TI alternate.
7. **Cabinets & Tops**: Laminate lowers and uppers in break room with TBD color; stone countertops, with satin chrome cabinet handles or equal. Backsplash tile using a subway style Dal Tile or equal.
8. **Appliances**: Break room to include one dishwasher, microwave and refrigerator, using Whirlpool or approved equal.
9. **Conference Room**: Clear glass panels up to 9' high with wood or glass doors TBD.
10. **Signage**: Laminate style office signage, emergency evacuation signage, using black color with white lettering, all ADA approved. Final colors TBD by tenant.
11. **FF&E**: All window coverings, fixtures, furnishings & office equipment are the tenant’s responsibility.

EXHIBIT D

AMENDMENT TO LEASE

This AMENDMENT TO LEASE ("**Amendment**") is made and entered into effective as of _____, by and between GATEWAY MILLBRAE OFFICE, LLC, a Delaware limited liability company ("**Landlord**"), and SAN MATEO COUNTRY TRANSPORTATION DISTRICT, a public agency ("**Tenant**").

R E C I T A L S:

A. Landlord and Tenant entered into that certain Lease dated as of December 18, 2023 (the "**Lease**"), pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain "Premises", as described in the Lease located in the Building with an address of 166 North Rollins Road, Millbrae, California 94030.

B. Except as otherwise set forth herein, all capitalized terms used in this Amendment shall have the same meaning as such terms in the Lease.

C. Landlord and Tenant desire to amend the Lease to confirm the commencement and expiration dates of the term, as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Confirmation of Dates. The parties hereby confirm that (a) the Premises are Ready for Occupancy, and (b) the term of the Lease commenced as of _____ (the "**Lease Commencement Date**") for a term of _____ ending on _____ (unless sooner terminated as provided in the Lease).

2. No Further Modification. Except as set forth in this Amendment, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, this Amendment to Lease has been executed as of the day and year first above written.

"Tenant":

SAN MATEO COUNTRY TRANSPORTATION DISTRICT,
a public agency

By: _____
Name: April Chan
Title: General Manager & CEO

ATTEST:

By: _____
Name: _____
Title: District Secretary

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Attorney for the District

/ / / signatures continued on next page / / /

/ / / signatures continued from previous page / / /

"Landlord":

GATEWAY MILLBRAE OFFICE LLC,
a Delaware limited liability company

By: _____
Name: Michael R. Van Every
Title: President

EXHIBIT E

RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Building or Real Property.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two keys will be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises, unless electrical hold backs have been installed.

3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in the vicinity of the Building. Tenant, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building register when so doing. After-hours access by Tenant's authorized employees may be provided by card-key access or other procedures adopted by Landlord from time to time; Tenant shall pay for the costs of all access cards provided to Tenant's employees and all replacements thereof for lost, stolen or damaged cards. Access to the Building and/or Real Property may be refused unless the person seeking access has proper identification or has a previously arranged pass for such access. Landlord and its agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building and/or Real Property of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building and/or Real Property during the continuance of same by any means it deems appropriate for the safety and protection of life and property.

4. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. All damage done to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility of Tenant and any expense of said damage or injury shall be borne by Tenant.

5. No furniture, freight, packages, supplies, equipment or merchandise will be brought into or removed from the Building or carried up or down in the elevators, except upon prior notice to Landlord, and in such manner, in such specific elevator, and between such hours as shall be designated by Landlord. Tenant shall provide Landlord with not less than 24 hours prior notice of the need to utilize an elevator for any such purpose, so as to provide Landlord with a reasonable period to schedule such use and to install such padding or take such other actions or prescribe such procedures as are appropriate to protect against damage to the elevators or other parts of the Building.

6. Landlord shall have the right to control and operate the public portions of the Building and Real Property, the public facilities, the heating and air conditioning, and any other facilities furnished for the common use of tenants, in such manner as is customary for comparable buildings in the vicinity of the Building.

7. The requirements of Tenant will be attended to only upon application at the management office of the Real Property or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

8. Tenant shall not disturb, solicit, or canvass any occupant of the Building or Real Property and shall cooperate with Landlord or Landlord's agents to prevent same.

9. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or agents, shall have caused it.

10. Tenant shall not overload the floor of the Premises. Tenant shall not mark, drive nails or screws, or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof without Landlord's consent first had and obtained; provided, however, Landlord's prior consent shall not be required with respect to Tenant's placement of pictures and other normal office wall hangings on the interior walls of the Premises (but at the end of the Term, Tenant shall repair any

objectionable to Landlord or other occupants of the Building or Real Property by reason of noise, odors, or vibrations, or interfere in any way with other tenants or those having business therewith.

14. Tenant shall not bring into or keep within the Real Property, the Building or the Premises any animals, birds, bicycles or other vehicles.

15. No cooking shall be done or permitted by Tenant on the Premises, nor shall the Premises be used for the storage of merchandise, for lodging or for any improper, objectionable or immoral purposes. Excepting commercial kitchen spaces (which have been previously approved in writing by Landlord), combustion-based fireplaces, stoves, space heaters, ranges, and ovens shall not be used or installed. Notwithstanding the foregoing, Underwriters' laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations, and does not cause odors which are objectionable to Landlord and other tenants.

16. Landlord will approve where and how telephone and telegraph wires are to be introduced to the Premises. No boring or cutting for wires shall be allowed without the consent of Landlord. The location of telephone, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

17. Landlord reserves the right to exclude or expel from the Building and/or Real Property any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

18. Tenant, its employees and agents shall not loiter in the entrances or corridors, nor in any way obstruct the sidewalks, lobby, halls, stairways or elevators, and shall use the same only as a means of ingress and egress for the Premises.

19. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls.

20. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city in which the Real Property is located without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall designate.

21. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

22. Tenant shall assume any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed, when the Premises are not occupied.

23. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and bulb color approved by Landlord. Window shades shall be raised or retracted by building management staff at least twice per week.

24. The washing and/or detailing of or, the installation of windshields, radios, telephones in or general work on, automobiles shall not be allowed on the Real Property.

25. Food vendors shall be allowed in the Building upon receipt of a written request from the Tenant. The food vendor shall service only the tenants that have a written request on file in the management office of the Real Property. Under no circumstance shall the food vendor display their products in a public or common area including corridors and elevator lobbies. Any failure to comply with this rule shall result in immediate permanent withdrawal of the vendor from the Building.

26. Tenant must comply with requests by the Landlord concerning the informing of their employees of items of importance to the Landlord.

27. Tenant shall comply with any non-smoking ordinance adopted by any applicable governmental authority and in no event may Tenant sell (or allow any of Tenant's agents, employees, licensees or invitees to sell) any tobacco or e-cigarette products at the Real Property.

EXHIBIT F

GROUND LEASE REQUIREMENTS

1. Defined Terms. Capitalized terms used in this Exhibit but not otherwise defined in this Exhibit shall have the meanings ascribed thereto in the Ground Lease.

2. No Impairment of BART's Operation of Transit System.

2.1 Tenant shall not (1) threaten, endanger, or impair the safety of the "Transit Operations" (as defined herein) or of any Person using or working on or at them, and (2) materially interfere with access to, or the maintenance of, the "Transit Facilities" (as defined herein) or the Transit Operations.

2.2 All "**Subleases**" (as defined herein) of all or any portion of the Premises, construction contracts and subcontracts, management contracts, service contracts, maintenance contracts, contracts with vendors making deliveries to the Premises, concession contracts, and other similar agreements entered into by Tenant with respect to the Premises shall (x) contain an express covenant by such third party that it shall not (1) threaten, endanger, or impair the safety of the Transit Operations or of any Person using or working on or at them, and (2) materially interfere with access to, or the maintenance of, the Transit Facilities or the Transit Operations, and (y) require that such party contracting with Tenant include the same language benefitting BART as are imposed on Tenant under clause (x) of this Exhibit, Section 2.2. Tenant shall implement appropriate training of its employees to implement the intent of this Exhibit, Section 2. No express covenant by any said occupant, manager, concessionaire, or other contractor of the Premises shall release Tenant from its full responsibility and liability under this Exhibit.

2.3 Tenant hereby agrees to indemnify, defend and hold harmless Landlord and its partners, members, directors, officers, employees and agents from and against any and all liabilities, obligations, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, charges, judgments, costs and expenses (including all reasonable attorneys' fees and court costs) (collectively, "**Claims**"), including but not limited to, any Claims that Landlord may incur or suffer arising from, or out of, or by reason of, any impairment of or interference with the maintenance, use or operation of the Transit Facilities and/or any "Disruption of Landlord's Core Transit Operations" (as defined herein), by or because of or in connection with any of the work or other activities conducted by or on behalf of Tenant pursuant to this Lease.

2.4 For all purposes of this Exhibit, the following defined terms shall have the meanings given them in this Section.

"**Disruption of Landlord's Core Transit Operations**" shall mean the following (unless approved in advance by BART or is caused by a casualty that is not caused primarily by the intentional acts, negligence or willful misconduct of Landlord, Tenant , or any agents or employees of Landlord, Tenant): (a) preventing the normal operation of trains on the tracks in the Station and on the viaducts above the land upon which the Premises sit; (b) disabling any of the fare gates; (c) preventing or restricting access to or use of any of the platforms in the Station; (d) preventing reasonable pedestrian access to the Station; (e) preventing reasonable access (i.e., at least one entrance being open at all times) to any parking structures or surface lots comprising the Transit Facilities; or (f) preventing reasonable egress (i.e., at least one exit being open at all times) from or to any parking structures or surface lots comprising the Transit Facilities. What is or is not "reasonable" shall be determined in consideration of the fact that the Station and other Transit Facilities are used as public transit facilities.

"**Person**" means any individual, corporation, limited liability company, partnership (general or limited), joint venture, association, joint stock company, trust, business trust or other business entity or organization, the United States, or a federal, state or political subdivision thereof.

"**Station**" means the Millbrae BART Station.

"**Sublease**" means any sublease, license, concession agreement or any other agreement pursuant to which a Person has the right to use or occupy a portion of the Premises.

"**Transit Facilities**" means the Station and the real and personal property thereon, including without limitation the rapid transit rail tracks located thereon, the rapid transit rail vehicles traveling on those tracks, all parking structures and all other facilities used in connection with BART's Transit Operations.

"**Transit Operations**" shall mean the operation of BART's rapid transit rail system and all activities related thereto, including access, ingress, egress, passing through turnstiles, purchasing tickets and obtaining information, of the users of those vehicles, and the activities, such as maintaining and operating the Transit Facilities, that are performed by BART's employees, agents and contractors.

3. Federal Transit Authority Requirements.

3.1 Federal Interest in the Premises. Tenant acknowledges that BART's acquisition of the Premises was funded in part by Federal Transit Administration ("**FTA**") Grant No. CA-03-0394-06. Tenant acknowledges and agrees that the Premises are and will continue to be subject to FTA grant requirements related to real property with a FTA interest. Tenant agrees that the customary operation and maintenance of the Premises shall not compromise or otherwise diminish BART's Transit Operations or BART's continuing control over the use of the Premises.

3.2 Non-Discrimination.

(a) Landlord and Tenant shall not, in the implementation of this Lease or in the design, development, construction, operation and use of the Premises, discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, disability (mental or physical), medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and shall comply with all applicable provisions of federal, state and local law related to discrimination. Tenant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religious creed, national origin, sex, age, ancestry, marital status, genetic information, military and veteran status, gender, gender identity, gender expression, sexual orientation, or disability (mental or physical), including without limitation, employment, promotion, demotion or transfer, assignment of duties, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(b) All contracts affecting the Premises or any portion thereof shall contain provisions expressly giving effect to this Section 3.2(b).

3.3 Compliance with Federal Regulations. Tenant shall comply with the requirements set forth in this Section 3.3 and shall include provisions expressly giving effect to this Section 3.3 in each of its Subleases and third-party contracts.

(a) Tenant shall comply with all applicable requirements of Section 26.7 of Title 49 of the Code of Federal Regulations, and Tenant shall not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award, making and/or performance of any Sublease, license, contract, agreement, or employment opportunity relating to or arising from this Lease on the basis of race, color, sex, or national origin.

(b) Tenant shall comply with all applicable requirements of Section 27.7 and 27.9(b) of Title 49 of the Code of Federal Regulations, and Tenant shall not be excluded from participation in or deny the benefits of, or otherwise subject to discrimination under any Sublease, license, contract, agreement, or employment opportunity relating to or arising from this Lease any qualified person solely by reason of his or her disability.

(c) Tenant shall comply with all applicable requirements of Part 37 of Title 49 of the Code of Federal Regulations regarding compliance with the applicable regulations of the Department of Justice implementing Title III of the Americans with Disabilities Act as set forth in Part 36 of Title 28 of the Code of Federal Regulations.

4. Insurance. Tenant shall maintain in effect the insurance described in Section 9.4 of the Ground Lease and this Lease.

5. BART Third Party Beneficiary. Tenant agrees that the covenants and indemnities of Tenant in favor of BART set forth in this Exhibit are for the benefit of, and may be enforced directly by, BART.

EXHIBIT G

ENVIRONMENTAL REPORTS AND DISCLOSURES

1. Phase I Environmental Site Assessment Project No. 183-5-1 dated December 13, 2013 prepared by Cornerstone Earth Group, Inc.

2. Environmental Impact Report for the Project dated October 23, 2015

3. Data Gaps Evaluation Report Project No. 183-5-4 dated October 20, 2016 prepared by Cornerstone Earth Group, Inc.

4. Site Management Plan Project No. 183-5-5 dated June 10, 2017 prepared by Cornerstone Earth Group, Inc.

5. Letter from the California Department of Toxic Substances Control dated June 6, 2017

6. Geotechnical Investigation Project No. 183-5-6 dated January 30, 2019 prepared by Cornerstone Earth Group, Inc.

7. Phase I Environmental Site Assessment Update Report Project No. 183-5-7 dated August 23, 2019 prepared by Cornerstone Earth Group, Inc.

EXHIBIT H

PURCHASE AGREEMENT

[*See attached.*]

LEASEHOLD PURCHASE AND SALE AGREEMENT

by and between

GATEWAY MILLBRAE OFFICE, LLC

as "**Seller**"

and

SAN MATEO COUNTY TRANSIT DISTRICT

as "**Buyer**"

FOR

166 North Rollins Road, Millbrae, CA 94030

Effective Date : _____, 202_

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THIS LEASEHOLD PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made to be effective as of _____, 202_ (the "**Effective Date**"), by and between GATEWAY MILLBRAE OFFICE LLC, a Delaware limited liability company ("**Seller**"), and SAN MATEO COUNTRY TRANSIT DISTRICT, a public agency, or its permitted assignee(s) and designee(s) ("**Buyer**").

RECITALS

A. San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code Section 28500, et seq. ("**BART**") is the fee owner of that certain parcel of real estate located at 166 North Rollins Road, Millbrae, CA 94030 (the "**Land**"), which is more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference.

B. Seller is a party to that certain Ground Lease (Office) dated December 4, 2019 ("**Lease**"), a copy of which is attached hereto as **Exhibit B**, as entered into by and between Seller, as the tenant, and BART, as the landlord.

C. Seller and Buyer are parties to that certain Lease dated December 18, 2023 ("**Sublease**"), a copy of which is attached hereto as **Exhibit C**, which grants to Buyer, as the subtenant, an option to purchase the Leasehold Property (as defined below).

D. Buyer has exercised its option to purchase the Leasehold Property pursuant to the terms of the Sublease.

E. Subject to the terms and conditions of this Agreement, Seller desires to sell, transfer, convey, and assign to Buyer, and Buyer desires to purchase, accept, and assume from Seller, all of the right, title, and interest, of Seller in, to, and under the Leasehold Property.

AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto do hereby agree as follows:

ARTICLE 1 - CERTAIN DEFINITIONS

As used herein, the following terms shall have the following meanings:

"**Act**" is defined in Section 5.5.

"**Agreement**" is defined in the Introductory Paragraph.

"**Bill of Sale**" is defined in Section 7.3.1.

"**Business Day**" shall mean any day other than Saturday, Sunday, any Federal holiday, or any holiday in the State in which the Improvements are located or any day in which the San Mateo County Office of the Recorder is not open for recordation. If any period expires on a day which is not a Business Day or any event or condition is required by the terms of

this Agreement to occur or be fulfilled on a day which is not a Business Day, such period shall expire or such event or condition shall occur or be fulfilled, as the case may be, on the next succeeding Business Day.

"**Buyer**" is defined in the Introductory Paragraph.

"**Buyer's Broker**" shall mean Simon Clark of CBRE Inc.

"**Buyer's Reports**" shall mean the results of any examinations, inspections, investigations, tests, studies, analyses, appraisals, evaluations and/or investigations prepared by or for or otherwise obtained by any Buyer's Representatives in connection with Buyer's Due Diligence.

"**Buyer's Representatives**" shall mean Buyer, any direct or indirect owner of any beneficial interest in Buyer, its partners, and members and any of the officers, directors, employees, agents, representatives and attorneys of Buyer or any such direct or indirect owner of any beneficial interest in Buyer, its partners or members.

"**Closing**" shall mean the closing of the Transaction.

"**Closing Date**" shall mean the date that is thirty (30) days after the expiration of the Due Diligence Period. Notwithstanding any other term of this Agreement, any Closing scheduled on the first Business Day of any week shall be continued to the second Business Day of such week.

"**Closing Documents**" shall mean all documents and instruments executed and delivered by Buyer or Seller pursuant to the terms of this Agreement or otherwise in connection with the Transaction or this Agreement, including, without limitation, the documents and instruments required pursuant to the terms of ARTICLE 7 -.

"**Closing Tax Year**" shall mean the Tax Year in which the Closing Date occurs.

"**Confidential Materials**" shall mean any books, computer software, records or files (whether in a printed or electronic format) that consist of or contain any of the following: appraisals; budgets (other than the budget for the calendar year in which the Closing occurs); strategic plans for the Leasehold Property; internal analyses; information regarding the marketing of the Leasehold Property for sale; submissions relating to obtaining internal authorization for the sale of the Leasehold Property by Seller or any direct or indirect owner of any beneficial interest in Seller; attorney and accountant work product; attorney-client privileged documents; internal correspondence of Seller, any direct or indirect owner of any beneficial interest in Seller, or any of their respective affiliates and correspondence between or among such parties.

"**Contracts**" shall mean all service, supply, maintenance, utility agreements, all equipment leases, the design-build agreement or construction contract with the general contractor of the Improvements, all subcontractor agreements, all professional services agreements, any warranties relating to construction of the Improvements, and all other contracts, subcontracts and agreements relating to the Improvements and the Personal Property

(including all contracts, subcontracts and agreements relating to the construction of any unfinished tenant improvements) that are described in **Exhibit D** attached hereto and incorporated herein by this reference, together with any additional contracts, subcontracts and agreements entered into in accordance with the terms of Section 10.1.1 hereof and as the same may be modified or terminated in accordance with the terms of Section 10.1.1.

"**Deposit**" means the sum of Three Million Seven Hundred Eighty Thousand and 00/100 Dollars ($3,780,000.00) to be deposited with Escrow Agent as provided in Section 3.1.1, together with any interest earned thereon.

"**Documents**" shall mean the documents and instruments applicable to the Leasehold Property or any portion thereof that any of the Seller Parties deliver or make available to any Buyer's Representatives prior to Closing or which are otherwise obtained by any Buyer's Representatives prior to Closing, including, but not limited to, the Title Commitment, the Title Pro Forma, any Surveys, the Title Documents, and the Property Documents.

"**Due Diligence**" shall mean examinations, inspections, investigations, tests, studies, analyses, appraisals, evaluations and/or investigations with respect to the Leasehold Property, the Documents, and other information and documents regarding the Leasehold Property, including, without limitation, examination and review of title matters, applicable land use and zoning Laws and other Laws applicable to the Leasehold Property, the physical condition of the Improvements, and the economic status of the Leasehold Property.

"**Due Diligence Deadline**" as used herein shall mean the date which is sixty (60) days after the Effective Date.

"**Due Diligence Period**" shall mean the period commencing on the Effective Date of this Agreement and expiring on the Due Diligence Deadline.

"**Effective Date**" is defined in the initial paragraph of this Agreement.

"**Escrow Agent**" shall mean Chicago Title Company, 675 N. First Street, Suite 300, San Jose, California 95112, Attention: Sherri Keller, Email: Sherri.keller@ctt.com, in its capacity as escrow agent.

"**Hazardous Materials**" shall mean any substance, chemical, waste or material that is at such time regulated by any federal, state or local governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity, including, without limitation, asbestos or any substance containing more than 0.1 percent asbestos, the group of compounds known as polychlorinated biphenyls, flammable explosives, oil, petroleum or any refined petroleum product.

"**Improvements**" means all buildings, improvements and fixtures located on the Land, owned by Seller as of the Closing Date and all right, title and interest, if any, that Seller may have in and to all rights, privileges and appurtenances pertaining thereto including all of Seller's right, title and interest, if any, in and to all rights-of-way, open or proposed

streets, alleys, easements; provided, however, that in the event of any condemnation or casualty that occurs after the Effective Date, the term "Improvements" shall not include any of the foregoing that is destroyed or taken as a result of any such condemnation proceeding.

"**Intangible Property**" shall mean, collectively, Seller's interest in and to all of the following, if and only to the extent the same may be assigned or quitclaimed by Seller without any expense to Seller:

(a) the Contracts;

(b) all architectural, mechanical, engineering, as-built and other plans, specifications and drawings relating to the Leasehold Interest or Improvements, if available, which are in Seller's or its property manager's possession or control;

(c) all trademarks, service marks, logos and other marks, trade or business names and other intangible property used exclusively in connection with the Leasehold Property;

(d) to the extent that the same are in effect as of the Closing Date, any licenses, permits and other written authorizations in connection with the use, operation or ownership of the Leasehold Property; and

(e) any guaranties and warranties in effect with respect to any portion of the Leasehold Property as of the Closing Date.

"**Laws**" shall mean all applicable municipal, county, State or Federal statutes, codes, ordinances, laws, rules or regulations.

"**Lease Modification**" shall mean any modification or amendment to, or any waiver of any material provision of, the Lease.

"**Lease**" shall mean that certain Ground Lease (Office) dated December 4, 2019 as entered into by and between Seller, as tenant, and BART, as landlord.

"**Leasehold Interest**" shall mean all right, title, and interest of Seller as tenant in, to, and under the Lease.

"**Leasehold Property**" shall collectively mean (a) the Leasehold Interest, (b) the Improvements, (c) the Personal Property, and (d) the Intangible Property.

"**Liabilities**" shall mean, collectively, any and all problems, conditions, losses, costs, damages, claims, liabilities, expenses, demands or obligations of any kind or nature whatsoever.

"**Major Casualty/Condemnation**" shall mean:

(a) any condemnation or eminent domain proceedings that occurs after the Effective Date, if and only if the portion of the Improvements that is the subject of such proceedings has a value in excess of Five Hundred Thousand and 00/100 Dollars ($500,000.00), as reasonably determined by Seller and Buyer, or results in a permanent impairment of access to the Improvements; or

(b) any casualty that occurs after the Effective Date, if and only if either (i) the casualty is an uninsured (or partially uninsured) casualty and Seller, in its sole and absolute discretion, does not elect to give Buyer a credit at Closing in the amount of the reasonable cost to perform such repair or restoration, or (ii) the portion of the Improvements that is damaged or destroyed has a cost of repair that is in excess of Five Hundred Thousand and 00/100 Dollars ($500,000.00), as reasonably determined by Seller and Buyer.

"**Natural Hazard Area**" is defined in Section 5.5.

"**Owner's Title Policy**" shall mean a 2006 ALTA standard coverage form, in the amount of the Purchase Price, insuring the Leasehold Interest acquired by Buyer pursuant to this Agreement.

"**Permitted Exceptions**" shall mean: (a) all laws, ordinances, rules and regulations of the United States, the State of California, or any agency, department, commission, bureau or instrumentality of any of the foregoing having jurisdiction over the Leasehold Property, as the same may now exist or may be modified, supplemented or promulgated, (b) real property taxes or assessments and water rates, water meter charges, water frontage charges and sewer taxes, rents and charges provided that such items are not yet due and payable and are apportioned as provided in this Agreement; (c) the lien of supplementary taxes; (d) easements, restrictions and rights of way and other exceptions shown in the Title Report approved in writing by Buyer or accepted or deemed accepted by Buyer pursuant to Section 4.1 below; (e) exceptions shown by a Survey approved by Buyer (provided that if Buyer does not elect to terminate this Agreement during the Due Diligence Period due to a survey matter as permitted in Section 4.2 below, then such Survey shall be deemed approved by Buyer for purposes of this definition); (f) any exceptions caused by Buyer, its authorized agents, representatives or employees; and (g) any other matter or thing affecting title to the Leasehold Property that Buyer shall be deemed to have agreed to or otherwise waived in accordance with the terms of this Agreement, in each case that are not Required Exceptions (as defined below).

"**Personal Property**" shall mean, collectively, (a) all tangible personal property owned by Seller that is located on the Improvements and used in the ownership and maintenance of the Improvements, and (b) all books, records and files of Seller relating to the Improvements or the Lease.

"**Post-Closing Adjustment Period**" is defined in Section 6.6.

"**Press Release**" is defined in Section 10.2.1.

"**Proceedings**" is defined in Section 15.14.

"**Property Documents**" shall mean, collectively, (a) the Lease, (b) the Contracts, and (c) any other documents or instruments which constitute, evidence or otherwise create any portion of the Leasehold Property.

"**Property Manager**" means Woodmont Real Estate Services L.P.

"**Purchase Price**" shall mean the sum of One Hundred Twenty-Six Million and 00/100 Dollars ($126,000,000.00).

"**Rents**" shall mean all base rents, percentage rents, additional rent of any kind whatsoever and any tax and operating expense reimbursements and escalations due from the Tenant under the Lease.

"**Report**" is defined in Section 5.5.

"**Reporting Person**" is defined in Section 15.2.1.

"**Reporting Requirements**" is defined in Section 15.2.

"**Required Exceptions**" shall mean, collectively, the following:

(a) any Title Objections to the extent (and only to the extent) that the same (i) have not been caused by any Buyer's Representatives, and (ii) constitute any of the following:

(A) liens evidencing monetary encumbrances (other than liens for non-delinquent general real estate taxes) ("**Monetary Liens**"); or

(B) liens or encumbrances (other than Monetary Liens) created by Seller or its agents and affiliates after the Effective Date in violation of Section 4.1; or

(C) any judgments against Seller which may be removed or bonded by the payment of a pre-determinable fixed sum of money.

"**Seller**" is defined in the Introductory Paragraph.

"**Seller-Allocated Amounts**" shall mean, collectively:

(a) with respect to any condemnation or eminent domain proceedings with respect to any portion of the Improvements and/or Leasehold Interest that occurs after the Effective Date, the out-of-pocket costs, expenses and fees, including reasonable attorneys' fees, expenses and disbursements, incurred by Seller in connection with obtaining payment of any award or proceeds in connection with any such condemnation or eminent domain proceedings; and

(b) with respect to any casualty to any portion of the Improvements and/or Leasehold Interest that occurs after the Effective Date, (i) the out-of-pocket costs, expenses and fees, including reasonable attorneys' fees, expenses and disbursements,

incurred by Seller in connection with the negotiation and/or settlement of any casualty claim with an insurer with respect to the Improvements and/or Leasehold Interest, and (ii) the proceeds of any rental loss, business interruption or similar insurance that are allocable to the period prior to the Closing Date.

"**Seller Parties**" shall mean and include, collectively, (a) Seller; (b) its counsel; (c) Seller's Broker; (d) the Property Manager; (e) any direct or indirect equity owner of any beneficial interest in Seller; (f) any partner, officer, director, employee, or agent of Seller, its counsel, Seller's property manager or any direct or indirect owner of any beneficial interest in Seller; and (g) any other entity or individual affiliated or related in any way to any of the foregoing.

"**Seller's Broker**" shall mean Michael F. Moran of CBRE, Inc.

"**Seller's Designated Representative**" shall mean Michael R. Van Every, President of Seller and Eric Christensen, VP of Construction of Seller.

"**Seller's knowledge**" or words of similar import shall refer the constructive knowledge of the Seller's Designated Representative, and shall not be construed, by imputation or otherwise, to refer to the knowledge of Seller or any Seller Party that is not a Seller Designated Representative or to impose upon the Seller Designated Representative any duty to investigate the matter to which such actual knowledge, or the absence thereof, pertains.

"**Seller's Warranties**" shall mean Seller's representations and warranties set forth in Section 9.2 and the Closing Documents executed by Seller, as such representations and warranties may be deemed modified or waived by Buyer pursuant to the express terms of this Agreement.

"**Survey**" shall mean the ALTA Survey to be obtained by Buyer during the Due Diligence Period.

"**Tax Year**" shall mean the year period commencing on January 1 of each calendar year.

"**Title Commitment**" shall mean the commitment to issue an Owner's Title Policy with respect to the Leasehold Property issued by the Title Company and approved or deemed approved by Buyer prior to the Due Diligence Deadline.

"**Title Company**" shall mean Chicago Title Company.

"**Title Documents**" shall mean all documents referred to on Schedule B of the Title Commitment as exceptions to coverage.

"**Title Matters**" means the condition of title to the Leasehold Property.

"**Title Pro Forma**" shall mean the pro forma Owner's Title Policy with respect to the Leasehold Property prepared by the Title Company and approved by Buyer prior to the Closing Date.

"**Transaction**" shall mean the transaction contemplated by this Agreement.

ARTICLE 2 - SALE OF LEASEHOLD PROPERTY

Seller agrees to sell, transfer and assign and Buyer agrees to purchase, accept and assume, subject to the terms and conditions set forth in this Agreement and the Closing Documents, all of Seller's right, title and interest in and to the Leasehold Property. An executed copy of this Agreement shall be deposited in the Escrow and the provisions hereof shall constitute joint primary escrow instructions to the Escrow Agent; provided, however, that the parties shall execute such additional instructions as requested by the Escrow Agent not inconsistent with the provisions hereof. Upon request of either or all of the parties hereto, Escrow Agent shall deliver written confirmation of the date of the opening of Escrow to the parties to this Agreement.

ARTICLE 3 - PURCHASE PRICE

In consideration of the sale of the Leasehold Property to Buyer, Buyer shall pay to Seller an amount equal to the Purchase Price, as prorated and adjusted as set forth in ARTICLE 6 -, Section 7.2, or as otherwise provided under this Agreement. The Purchase Price shall be paid as follows:

3.1 Earnest Money Deposit.

3.1.1 Payment of Deposit. Within three (3) Business Days of the full and final execution of this Agreement, Buyer shall deliver the Deposit to Escrow Agent. The Deposit is nonrefundable and fully earned upon its deposit, subject to the express provisions of this Agreement.

3.1.2 Applicable Terms. The Deposit shall be delivered to Escrow Agent in immediately available funds. The Deposit will be invested by Escrow Agent in an interest-bearing account at a financial institution mutually acceptable to Buyer and Seller, and all such interest shall accrue to the benefit of Buyer and be deemed part of the Deposit. If this Agreement terminates (i) for any reason prior to the Due Diligence Deadline or (ii) prior to the Closing due to a breach of this Agreement by Seller or a failure of one or more of Buyer's closing conditions set forth in Section 8.2 below, Escrow Agent shall promptly refund to Buyer the Deposit plus all accrued interest thereon without further notice or instruction from Seller. Except as expressly otherwise set forth herein, the Deposit shall be applied against the Purchase Price on the Closing Date and shall otherwise be held and delivered by Escrow Agent in accordance with the provisions of ARTICLE 13 -.

3.1.3 Independent Contract Consideration. Contemporaneously with the execution and delivery of this Agreement, Buyer has delivered to Seller and Seller hereby acknowledges the receipt of funds in the amount of One Hundred Dollars ($100.00) (the "**Independent Contract Consideration**"), which amount the parties bargained for and agreed to as consideration for Buyer's right to inspect and purchase the Leasehold Property pursuant to this Agreement and for Seller's execution, delivery and performance of this Agreement. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, is nonrefundable, and is fully earned and shall be retained by Seller notwithstanding any other provision of this Agreement.

3.2 Cash at Closing. On the Closing Date, Buyer shall (a) deliver to Escrow Agent for disbursement to Seller an amount equal to the balance of the Purchase Price in immediately available funds by wire transfer as more particularly set forth in Section 7.2, as prorated and adjusted as set forth in ARTICLE 6 -, Section 7.2, or as otherwise provided under this Agreement, and (b) cause the Escrow Agent to disburse the Deposit to Seller in immediately available funds by wire transfer as more particularly set forth in Section 7.2

3.3 No Financing Contingency. Buyer acknowledges and agrees that Buyer's obligations to pay the Purchase Price and consummate the Closing are not in any way conditioned upon Buyer's ability to obtain new financing of any type or nature whatsoever, whether by way of debt financing, equity investment or otherwise.

ARTICLE 4 - TITLE MATTERS

4.1 Title to Leasehold Interest.

4.1.1 Seller shall deliver to Buyer within five (5) Business Days of the Effective Date, the legal descriptions, deeds, existing surveys, and other related materials for the Leasehold Interest that is in Seller's possession or control. Any time during the Due Diligence Period, Buyer may arrange for and obtain from Title Company a preliminary title report (and copies of underlying exceptions referenced in such reports) for the Leasehold Interest ("**Title Report**"). No later than ten (10) business days prior to the Due Diligence Deadline, Buyer shall deliver written notice to Seller of any exceptions shown in such reports that are objected to by Buyer ("**Buyer's Title Objection Notice**") (and Buyer's failure to so object shall be deemed approval of such exceptions). Within five (5) business days of Seller's receipt of Buyer's notice of objection(s), Seller shall notify Buyer in writing ("**Seller's Title Notice**") of Seller's election to either (a) remove such exceptions, or cause Title Company to "write over" such exceptions (in which case Buyer's objections shall be deemed waived), or (b) decline to remove any such exceptions. If Seller fails to timely make an election, the Seller shall be deemed to have declined to remove any such objectionable items. If Seller notifies Buyer of its election to decline to remove any or all such objectionable items or is deemed to have declined to remove any or all of such objectionable items, then Buyer shall have the right, by written notice to Seller within five (5) business days after Buyer's receipt of Seller's Title Notice, to either (x) terminate the Agreement in which event the entire Deposit shall be immediately released to Buyer and the parties shall have no further rights, duties, or obligations hereunder except those that expressly survive the termination hereof or (y) agree to proceed to Closing of the Transaction subject to the objectionable items. The failure of Buyer to deliver timely any written notice of election under this Section 4.1.1 shall be conclusively deemed to be an election under clause (y) above.

4.1.2 Upon the issuance of any amendment or supplement to the Title Report which adds any new exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement (provided that the period for Buyer to review such amendment or supplement shall be the later of the Due Diligence Deadline or three (3) Business Days from receipt of the amendment or supplement). Notwithstanding anything to the contrary contained in this Agreement, Seller, in its sole discretion, shall have the right to adjourn the Closing for a period not to exceed thirty (30) days (such period of time being herein called the "**Extension Period**") in order to attempt to remove any exceptions to title or survey that Buyer named in Buyer's Title

Objection Notice and which Seller agreed in writing or is required hereunder to remove from title or the survey; provided, however, Seller shall provide Buyer with its intention of extending the Closing at least three (3) Business Days prior to the then applicable Closing Date and provided further that Seller had been using commercially reasonable efforts to remove such objectionable title or survey matters prior to exercising its extension rights.

4.1.3 Notwithstanding the foregoing, Seller agrees to satisfy and cause to be released of record at Seller's sole cost and expense the following: (a) any mortgage, deed of trust or other security interest granted by Seller to secure a loan or other monetary obligation, (b) any mechanic's, materialmen's, tax, judgment or other lien entered against Seller and encumbering or affecting the Leasehold Interest, (c) any memorandums of lease and/or third party leasehold rights of possession to the Leasehold Interest (other than the memorandum of lease with respect to the Lease itself, which will be amended by the parties as necessary after Closing to evidence Buyer as tenant thereunder), (d) any other monetary liens encumbering the Leasehold Interest (other than real estate taxes or real estate bonds or any other Permitted Exceptions) and (e) any outstanding assessments or delinquencies of any kind (subject to proration of the Purchase Price hereunder). From and after the Effective Date, Seller shall not execute any deed, easement, restriction, covenant or other matter affecting title to the Leasehold Property unless Buyer has received a copy thereof and has approved the same in writing. If Buyer fails to object in writing to any such proposed instrument within five (5) Business Days after receipt of the aforementioned notice, Buyer shall be deemed to have disapproved the proposed instrument. Buyer, in its sole and absolute discretion, shall be entitled to grant or withhold its consent with respect to any such instrument that is proposed after the Effective Date.

4.1.4 At the Closing, upon the terms and subject to the conditions set forth in this Agreement, Seller will grant, sell, convey, assign, transfer and deliver to Buyer, and Buyer will acquire from Seller, the Leasehold Property free and clear of any lien, charge, security interest, mortgage, pledge or other encumbrance of any nature whatsoever, except the Permitted Exceptions.

4.2 Survey. Buyer may, at its option and at its own cost and expense, obtain a Survey during the Due Diligence Period. In the event the Survey discloses an encroachment, setback or other matter that Buyer reasonably believes will have a material adverse effect, Buyer shall have the right to terminate this Agreement in which case the parties shall have no further rights or obligations hereunder except for obligations which expressly survive the termination of this Agreement, and the Escrow Agent shall promptly return the Deposit to Buyer without any further consent of Seller.

4.3 Title Insurance. At Closing, the Title Company shall issue the Owner's Title Policy to Buyer, insuring the Leasehold Interest of Buyer subject only to the Permitted Exceptions. At or prior to Closing, upon Buyer's reasonable request, Seller shall provide the Title Company with a customary affidavit and gap indemnity substantially in in a form provided by Title Company. At Buyer's option, the Owner's Title Policy obtained at the Closing may (x) be issued in ALTA extended coverage form, and/or (y) include any endorsements thereto as Buyer may request, but issuance of the Owner's Title Policy in such form and/or inclusion of such endorsements as a part of the Owner's Title Policy shall not be a condition to the Closing, delay or extend the Closing or increase the cost, expense or liability of Seller, and any such change in form of the Owner's Title

Policy and/or requested endorsements shall be obtained at Buyer's sole cost, expense, risk and liability.

ARTICLE 5 - BUYER'S DUE DILIGENCE/CONDITION OF THE PROPERTY

5.1 Access.

5.1.1 Access to Documents and the Leasehold Interest. Within five (5) days of the open of escrow, Seller will provide to Buyer with legible and complete copies of all existing title policies, surveys, environmental reports, engineering reports and studies, plans, specifications, any other studies, and any other documents as are in Seller's possession or control relating to the Leasehold Property, provided, however, in no event shall Seller be obligated to make available (1) any document or correspondence which would be subject to the attorney-client privilege; (2) any document or item which Seller is contractually or otherwise bound to keep confidential; (3) any documents pertaining to the marketing of the Leasehold Property for sale to prospective purchasers; (4) any internal memoranda, reports or assessments relating to the Leasehold Property; or (5) any documents which Seller reasonably considers confidential or proprietary (collectively, the "**Due Diligence Materials**"). During the Due Diligence Period, Buyer shall review and examine the Due Diligence Materials as Buyer deems necessary. Additionally, during the Due Diligence Period, Buyer's Representatives shall have the right to conduct reasonable inspections of the Leasehold Property during normal business hours upon reasonable advance notice, provided Buyer's Representatives shall not be permitted to perform any invasive testing of the Land without Seller's prior written consent. Buyer shall maintain the policies of general liability insurance and other insurance required to be procured by Buyer under the Sublease. Any entry upon the Property and all of Buyer's due diligence investigations with respect to the Leasehold Property shall be made or performed during Seller's normal business hours and at the sole risk and expense of Buyer, and shall not interfere with the activities on or about the Leasehold Property, its tenants and their employees and invitees. Buyer's review of Due Diligence Materials and inspections of the Leasehold Property are referred to herein as the "**Investigations**". In addition, in no event shall Buyer or Buyer's Representatives, without the prior written consent of Seller contact any other tenant of the Leasehold Property, other than incidentally in connection with walking units or performing its physical due diligence with a representative of the Seller present at all times to the extent required hereunder.

5.1.2 Furthermore, Buyer shall:

(a) promptly repair any damage to the Leasehold Property resulting from any such Investigations and replace, refill and regrade any holes made in, or excavations of, any portion of the Leasehold Property used for such Investigations, so that the Leasehold Property shall be in the same condition that it existed in prior to Buyer's commencement of its Investigations, except to the extent caused by the gross negligence or willful misconduct of Seller or any Seller Parties;

(b) fully comply with all laws, rules and regulations applicable to the Investigations and all other activities undertaken in connection therewith;

(c) permit Seller to have a representative present during all Investigations undertaken hereunder;

(d) take all actions and implement all protections necessary to ensure that the Investigations and the equipment, materials, and substances generated, used or brought onto the Leasehold Property in connection with the Investigations, pose no threat to the safety or health of persons or the environment, and cause no damage to the Leasehold Property or other property of Seller, its tenants or any other persons;

(e) furnish to Seller, at no cost or expense to Seller, copies of all surveys, soil test results, engineering, asbestos, environmental and other studies and reports (other than internal analysis and proprietary information of the Buyer) relating to the Investigations which Buyer shall obtain with respect to the Leasehold Property promptly after Buyer's receipt of the same; and

(f) not permit the Investigations or any other activities undertaken by Buyer or Buyer's Representatives to result in any liens, judgments or other encumbrances being filed or recorded against the Leasehold Property, and Buyer shall, at its sole cost and expense, immediately discharge of record any such liens or encumbrances that are so filed or recorded (including, without limitation, liens for services, labor or materials furnished).

5.1.3 Buyer hereby agrees to indemnify, defend, and hold each of Seller Parties free and harmless from and against any and all Liabilities (including reasonable attorneys' fees) arising out of or resulting from Buyer's inspections and other due diligence activities during the Due Diligence Period, including any liens or encumbrances filed or recorded against the Leasehold Property as a consequence of Buyer's due diligence investigations of the Leasehold Property; provided however that Buyer shall not be responsible for any damage to the extent resulting from Seller's negligence or willful misconduct or the mere discovery of any pre-existing condition of the Leasehold Property.

5.2 Public Records Act. This Agreement, all exhibits attached and incorporated into the Agreement by reference, and related documents are subject to public inspection and disclosure under the California Public Records Act (California Government Code Section 6250 et seq.), which provides that records in the custody of a public entity be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set forth in California Government Code Sections 6254 through 6255.

5.2.1 If this Agreement is terminated, (i) Buyer and Buyer's Representatives shall promptly return to Seller all originals and return to Seller or destroy copies of the Information provided by or on behalf of Seller and in the possession of Buyer and Buyer's Representatives at no cost to Seller, and (ii) Buyer and Buyer's Representatives shall promptly deliver to Seller, at Seller's request and no cost to Seller, without representation or warranty, copies of reports, studies and other Information independently obtained by Buyer or Buyer's Representatives (and not previously delivered to Seller) excluding matters relating to financing or equity investing.

5.2.2 As used in this Agreement, the term "Information" shall mean any of the following: (i) all information and documents in any way relating to the Land, the Lease and the Leasehold

Property, the operation thereof or the sale thereof, including, without limitation, all leases and contracts furnished to, or otherwise made available for review by, Buyer or Buyer's Representatives, by Seller or any Seller Related Party or their agents or representatives, and (ii) all analyses, compilations, data, studies, reports or other information or documents prepared or obtained by Buyer or Buyer's Representatives containing or based on, in whole or in part, the information or documents described in the preceding clause (i), the Investigations, or otherwise reflecting their review or investigation of the Leasehold Property.

5.3 Survival. The foregoing obligations of Buyer under this Section 5 shall survive the Closing or a termination of this Agreement, as the case may be.

5.4 As-Is Sale; General Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SALE OF THE LEASEHOLD PROPERTY HEREUNDER IS AND WILL BE MADE ON AN "AS IS" ,"WHERE IS," AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY REPRESENTATION OR WARRANTY CONCERNING TITLE TO THE LAND AND THE LEASEHOLD PROPERTY, THE PHYSICAL CONDITION OF THE LAND AND THE LEASEHOLD PROPERTY (INCLUDING THE CONDITION OF THE SOIL OR THE IMPROVEMENTS), THE ENVIRONMENTAL CONDITION OF THE LAND AND THE LEASEHOLD PROPERTY (INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES ON OR AFFECTING THE LAND OR THE LEASEHOLD PROPERTY), THE COMPLIANCE OF THE LAND AND THE LEASEHOLD PROPERTY WITH APPLICABLE LAWS AND REGULATIONS (INCLUDING ZONING AND BUILDING CODES OR THE STATUS OF DEVELOPMENT OR USE RIGHTS), THE FINANCIAL CONDITION OF THE LEASEHOLD PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY RESPECTING ANY INCOME, EXPENSES, CHARGES, LIENS OR ENCUMBRANCES, RIGHTS OR CLAIMS ON, AFFECTING OR PERTAINING TO THE LAND AND THE LEASEHOLD PROPERTY OR ANY PART THEREOF. BUYER ACKNOWLEDGES THAT, DURING THE DUE DILIGENCE PERIOD, BUYER WILL EXAMINE, REVIEW AND INSPECT ALL MATTERS WHICH IN BUYER'S JUDGMENT BEAR UPON THE LEASEHOLD PROPERTY AND ITS VALUE AND SUITABILITY FOR BUYER'S PURPOSES. BUYER IS A SOPHISTICATED BUYER WHO IS FAMILIAR WITH THE OWNERSHIP AND OPERATION OF REAL ESTATE PROJECTS SIMILAR TO THE LEASEHOLD PROPERTY AND THAT BUYER HAS OR WILL HAVE ADEQUATE OPPORTUNITY TO COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS (INCLUDING ALL OF THE EXAMINATIONS, REVIEWS AND INVESTIGATIONS REFERRED TO IN THIS SECTION 5) RELATING TO THE ACQUISITION OF THE LEASEHOLD PROPERTY HEREUNDER IT DEEMS NECESSARY, AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF AND IN RELIANCE UPON SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY ITS OWNER'S TITLE POLICY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER (OTHER THAN AS EXPRESSLY PROVIDED HEREIN). EXCEPT AS TO MATTERS SPECIFICALLY SET FORTH IN THIS AGREEMENT: (A) BUYER WILL ACQUIRE THE LEASEHOLD PROPERTY SOLELY ON THE BASIS OF ITS OWN PHYSICAL AND FINANCIAL EXAMINATIONS, REVIEWS AND INSPECTIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY ITS OWNER'S TITLE POLICY, (B) WITHOUT LIMITING THE FOREGOING, BUYER WAIVES ANY RIGHT IT OTHERWISE

MAY HAVE AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO SEEK DAMAGES FROM SELLER IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE LAND AND THE LEASEHOLD PROPERTY, INCLUDING ANY RIGHT OF CONTRIBUTION UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT AND (C) BUYER ASSUMES THE RISK THAT ADVERSE MATTERS OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION DEFECTS, ADVERSE PHYSICAL, ENVIRONMENTAL, HAZARDOUS MATERIALS, ZONING, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS OR INSPECTIONS. THE PROVISIONS OF THIS SECTION 5.4 SHALL SURVIVE THE CLOSING.

5.5 Natural Hazard Disclosures. As used herein, the term "**Natural Hazard Area**" shall mean those areas identified as natural hazard areas or natural hazards in the Natural Hazard Disclosure Act, California Government Code Sections 8589.3, 8589.4 and 51183.5, and California Public Resources Code Sections 2621.9, 2694 and 4136, and any successor statutes or laws (the "**Act**"). Within five (5) Business Days following the Effective Date, Seller shall provide Buyer with a Natural Hazard Disclosure Statement (the "**Disclosure Statement**") in a form required by the Act. Buyer acknowledges that Seller will retain the services of a third party consultant to examine the maps and other information made available to the public by government agencies for the purpose of enabling Seller to fulfill its disclosure obligations with respect to the Act and to prepare the written report of the result of its examination (the "**Report**"). Buyer acknowledges that the Report fully and completely discharges Seller from its disclosure obligations under the Act and under California Civil Code Sections 1102 through 1102.17. Buyer acknowledges and agrees that nothing contained in the Disclosure Statement releases Buyer from its obligation to fully investigate and satisfy itself with the condition of the Leasehold Property, including, without limitation, whether the Leasehold Property is located in any Natural Hazard Area.

ARTICLE 6 - ADJUSTMENTS AND PRORATIONS

The following adjustments and prorations shall be made at Closing:

6.1 Real Estate and Personal Property Taxes.

6.1.1 Proration of *Ad Valorem* Taxes. Buyer and Seller shall prorate ad valorem real estate and personal property taxes, in lieu taxes and fees, and assessments for the period for which such taxes and assessments are assessed, regardless of when payable, based on the number of days in such period the Leasehold Property will have been owned by Seller and Buyer, respectively. Seller agrees that it shall be solely responsible for all such ad valorem real estate and personal property taxes and assessments applicable to the period before the Closing.

6.1.2 Insufficient Information. If, at Closing, the real estate and/or personal property tax rate and assessments have not been set for the Closing Tax Year, then the proration of such taxes and assessments shall be based upon the rate and assessments for the preceding Tax Year, and such proration shall be adjusted between Seller and Buyer after Closing upon presentation of written evidence that the actual taxes and assessments due and payable during the Closing Tax Year differ from the amounts used at Closing and in accordance with the provisions of Section 6.6.

6.1.3 Special Assessments. Seller shall pay all installments of special assessments due and payable, or otherwise applicable to the period, prior to the Closing Date and Buyer shall pay all installments of special assessments due and payable, or otherwise applicable to the period, if any are owed, on and after the Closing Date, which obligation shall survive the Closing and not be merged therein.

6.1.4 Reassessment. Notwithstanding the proration procedure described above, if, after Closing, any additional taxes or assessments applicable solely to the period prior to the Closing Date are levied for any reason, including, without limitation, any back assessments or escape assessments, then Seller shall pay all such additional amounts promptly upon receipt of a tax bill for any such amounts. This Section 6.1.4 shall survive the Closing.

6.2 Other Property Operating Expenses. Utility charges and other operating expenses for the Leasehold Property that are customarily prorated between buyers and sellers of similar properties pursuant to local custom shall be prorated as of 12:01 a.m. on the Closing Date. Seller shall pay all utility charges and other operating expenses attributable to the Leasehold Property to, and including the Closing Date, and Buyer shall pay all utility charges and other operating expenses attributable to the Leasehold Property after the Closing Date. To the extent that the amount of actual consumption of any utility services is not determined prior to the Closing Date, a proration shall be made at Closing based on the last available reading and post-closing adjustments between Buyer and Seller shall be made within twenty (20) days of the date that actual consumption for such pre-closing period is determined, which obligation shall survive the Closing and not be merged therein. Seller shall assign to Buyer any deposits which Seller has with any of the utility services or companies servicing the Leasehold Property. Buyer shall arrange with such services and companies to have accounts opened in Buyer's name beginning at 12:01 a.m. on the Closing Date. Seller and Buyer hereby agree that if any of the aforesaid prorations and credits cannot be calculated accurately on the Closing Date, then the same shall be calculated as soon as reasonably practicable after the Closing Date, and either party owing the other party a sum of money based on such subsequent proration(s) or credits shall pay said sum to the other party within thirty (30) days thereafter. Any amounts not paid within such thirty (30) day period shall bear interest from the date actually received by the payor until paid at the greater of (i) the rate of ten percent (10%) per annum or (ii) the prime rate (or base rate) reported from time to time in the "Money Rates" column or section of The Wall Street Journal as being the base rate on corporate loans at larger United States money center commercial banks plus two (2) percent. In addition, Seller shall receive as payment from Buyer an amount equal to the unamortized costs and expenses that Seller has incurred associated with the marketing and leasing of the retail spaces on the ground floor of the Improvements at the Leasehold Property, provided that such unamortized costs and expenses have been pre-approved in writing by Buyer after execution of the Sublease.

6.3 Closing Costs. Buyer shall pay the following costs and expenses associated with the Transaction: (a) the premiums charged by the Title Company the Owner's Title Policy, (b) the cost of updating the Survey and/or environmental reports, (c) all escrow or closing fees charged by the Title Company, and (d) all costs of Buyer's Due Diligence, including fees due its consultants and attorneys. Seller shall pay the following costs and expenses associated with the Transaction: (i) all recording and filing charges in connection with the instrument by which Seller conveys the Leasehold Property, (ii) all fees due Seller's attorneys, (iii) all City and county transfer taxes applicable to the transfer of the Leasehold Property to Buyer, and (iv) all costs incurred in

connection with causing the Title Company to remove any Required Exceptions. Any other closing costs and fees not specifically allocated to Seller or Buyer herein shall be allocated between the Parties in accordance with the customary practices for similar real property transactions in the state, county and/or city in which the Leasehold Property is located. The obligations of the parties under this Section 6.3 shall survive the Closing (and not be merged therein) or any earlier termination of this Agreement.

6.4 Cash Security Deposits. At Closing, Seller shall give Buyer a credit against the Purchase Price in the aggregate amount of any cash security deposits then held by Seller under the Lease.

6.5 Apportionment Credit. In the event the apportionments to be made at the Closing result in a credit balance (a) to Buyer, such sum shall be paid at the Closing by giving Buyer a credit against the Purchase Price in the amount of such credit balance, or (b) to Seller, to be paid in the manner described in Section 3.2 above.

6.6 Delayed Adjustment; Delivery of Operating and Other Financial Statements. If at any time following the Closing Date, the amount of an item listed in any section of this Article 6 shall prove to be incorrect (whether as a result of an error in calculation or a lack of complete and accurate information as of the Closing), then the party in whose favor the error was made shall promptly pay to the other party the sum necessary to correct such error or make such adjustment upon receipt of proof of such error, provided that such proof is delivered to the party from whom payment is requested on or before the one hundred eightieth (180^{th}) day after Closing (such period being referred to herein as the "**Post-Closing Adjustment Period**").

ARTICLE 7 - CLOSING

Buyer and Seller hereby agree that the Transaction shall be consummated as follows:

7.1 Closing Date. Subject to a party's rights to extend the Closing as expressly provided in this Agreement, Closing shall occur on the Closing Date. The parties shall conduct an escrow-style closing through the Escrow Agent so that it will not be necessary for any party to attend the Closing. Time is of the essence with respect to the Closing.

7.2 Title Transfer and Payment of Purchase Price. Provided all conditions precedent to Seller's obligations hereunder have been satisfied, Seller agrees to convey the Leasehold Property to Buyer upon confirmation of receipt of the Purchase Price by the Escrow Agent as set forth below. Provided all conditions precedent to Buyer's obligations hereunder have been satisfied, Buyer agrees to pay the amount specified in ARTICLE 3 - by timely delivering the same to the Escrow Agent on or prior to the Closing Date and directing the Escrow Agent to deposit the same in Seller's designated account on the Closing Date in accordance with Buyer's instructions.

7.3 Seller's Closing Deliveries. At Closing, Seller shall deliver or cause to be delivered the following:

7.3.1 Bill of Sale. One (1) copy of a bill of sale in the form of **Exhibit E** attached hereto and incorporated herein by this reference ("**Bill of Sale**") executed by the Seller;

7.3.2 Assignment of Contracts. One (1) copy of an assignment of contracts and warranties, in the form of **Exhibit F** attached hereto and incorporated herein by this reference ("**Assignment of Contracts**") executed by the Seller;

7.3.3 Assignment and Assumption of Lease. One (1) copy of an assignment and assumption of the Lease, in the form of **Exhibit G** attached hereto and incorporated herein by this reference ("**Assignment of Leases**") executed by the Seller.

7.3.4 Consent to Assignment of Lease. One (1) copy of the written consent to the assignment and assumption of the Lease, executed by BART.

7.3.5 [Amendment to Lease. One (1) copy of an amendment to the Lease ("**Lease Amendment**"), executed by Seller and BART.][1]

7.3.6 Reserved.

7.3.7 Termination of Management Agreement. One (1) copy of a termination of the management agreement, executed by Seller and Property Manager.

7.3.8 Estoppel Certificate for BART. One (1) copy of an estoppel certificate, in the form of **Exhibit I** attached hereto and incorporated herein by this reference ("**BART Estoppel Certificate**") executed by BART;

7.3.9 Estoppel Certificates for Retail Tenants. One (1) copy of an estoppel certificate in a commercially reasonable form approved by Buyer executed by each Retail Tenant (as defined in Section 9.2.11(a)) (each, a "**Retail Estoppel Certificate**"), provided that if any Retail Estoppel Certificate is not obtained by Closing, Seller shall have the right to provide an estoppel to Buyer regarding the applicable Lease (a "**Owner Estoppel Certificate**") in lieu of said Retail Estoppel Certificate;

7.3.10 Closing Certificate. A closing certificate, dated as of the Closing Date, certifying that (a) reaffirming and updating to the Closing Date, or otherwise qualifying to the extent expressly permitted hereunder, all representations and warranties of Seller contained in this Agreement, and (b) Seller has fully performed in all material respects all obligations, agreements, conditions, and commitments required to be fulfilled by Seller on or prior to the Closing Date.

7.3.11 Evidence of Authority. Documentation to establish the due authorization of Seller's sale of the Leasehold Property and Seller's execution of this Agreement and the Closing Documents required to be delivered by Seller and the consummation of the Transaction.

7.3.12 Other Documents. Such other documents as may be reasonably required by the Title Company or as may be agreed upon by Seller and Buyer to consummate the Transaction.

[1] A Lease Amendment shall only be a closing deliverable of Seller to the extent Seller, Buyer and BART agree to the terms of such Lease Amendment during the Due Diligence Period.

7.3.13 Closing Statement. Seller's form of closing statement, setting forth the prorations and adjustments to the Purchase Price respecting the Leasehold Property to be made pursuant to ARTICLE 6 -, executed by Seller.

7.3.14 Keys and Original Documents. All keys and/or access codes to all locks to the Improvements in Seller's or Property Manager's possession and originals or, if originals are not available, copies, of all of the Property Documents, to the extent not previously delivered to Buyer.

The items to be delivered by Seller in accordance with the terms of Sections 7.3.1 through Section 7.3.13 of this Section 7.3 shall be delivered to Escrow Agent no later than 5:00 p.m. Pacific Time on the last Business Day prior to the Closing Date and the items to be delivered by Seller in accordance with the terms of Section 7.3.7 of this Section 7.3 shall be delivered outside of escrow and shall be deemed delivered if the same are located at the Leasehold Property on the Closing Date.

7.4 Buyer's Closing Deliveries. At the Closing, Buyer shall deliver or cause to be delivered the following:

7.4.1 Purchase Price. The Purchase Price, as adjusted for apportionments and other adjustments required under this Agreement, plus any other amounts required to be paid by Buyer at Closing;

7.4.2 Bill of Sale. One (1) copy of the Bill of Sale executed by Buyer;

7.4.3 Assignment of Contracts. One (1) copy of the Assignment of Contracts executed by Buyer;

7.4.4 Assignment and Assumption of Lease. One (1) copy of the Assignment of Lease executed by Buyer;

7.4.5 Reserved.

7.4.6 Closing Certificate. A closing certificate, dated as of the Closing Date, certifying that (a) reaffirming and updating to the Closing Date, or otherwise qualifying to the extent expressly permitted hereunder, all representations and warranties of Buyer contained in this Agreement, and (b) Buyer has fully performed in all material respects all obligations, agreements, conditions, and commitments required to be fulfilled by Seller on or prior to the Closing Date.

7.4.7 Evidence of Authority. If required by the Title Company, documentation to establish the due authorization of Buyer's acquisition of the Leasehold Property and Buyer's execution of this Agreement and the Closing Documents required to be delivered by Buyer and the consummation of the Transaction.

7.4.8 Other Documents. Such other documents as may be reasonably required by the Title Company or may be agreed upon by Seller and Buyer to consummate the Transaction.

7.4.9 Closing Statement. Buyer's form of closing statement, setting forth the prorations and adjustments to the Purchase Price respecting the Leasehold Property to be made pursuant to ARTICLE 6 -, executed by Buyer.

The Purchase Price shall be paid in accordance with the terms of Section 7.2 hereof and the items to be delivered by Buyer in accordance with the terms of Section 7.4.1 through Section 7.4.7 of this Section 7.4 shall be delivered to Escrow Agent no later than 5:00 p.m. Pacific Time on the last Business Day prior to the Closing Date.

7.5 Release. EFFECTIVE AS OF THE CLOSING, BUYER SHALL BE DEEMED TO HAVE RELEASED SELLER AND ALL SELLER PARTIES FROM ALL CLAIMS OF ANY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER OR ANY AGENT, REPRESENTATIVE, AFFILIATE, EMPLOYEE, DIRECTOR, OFFICER, PARTNER, MEMBER, SHAREHOLDER OR OTHER PERSON OR ENTITY ACTING ON BUYER'S BEHALF OR OTHERWISE RELATED TO OR AFFILIATED WITH BUYER (EACH, A "**BUYER RELATED PARTY**") HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO OR IN CONNECTION WITH THE LEASEHOLD PROPERTY INCLUDING THE DOCUMENTS AND INFORMATION REFERRED TO HEREIN, THE LEASES AND THE TENANTS THEREUNDER, ANY CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF ALL OR ANY PORTION OF THE PROPERTY AND ANY ENVIRONMENTAL CONDITIONS OR HAZARDOUS MATERIALS, AND BUYER SHALL NOT LOOK TO SELLER OR ANY SELLER PARTIES IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF. THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION. THE FOREGOING IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED AS AFFECTING OR IMPAIRING ANY RIGHTS THAT BUYER MAY HAVE AGAINST SELLER UNDER AND SUBJECT TO THE TERMS OF THIS AGREEMENT WITH RESPECT TO (I) ANY OF THE REPRESENTATIONS AND WARRANTIES OR OTHER OBLIGATIONS OF SELLER UNDER THIS AGREEMENT THAT EXPRESSLY SURVIVE THE CLOSING (BUT SUBJECT IN ALL EVENTS TO ANY LIMITED SURVIVAL PERIODS AND LIABILITY CAPS APPLICABLE THERETO), OR (II) ANY ACTS CONSTITUTING FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT BY SELLER. THE PROVISIONS OF THIS SECTION 7.5 SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT, AS THE CASE MAY BE.

ARTICLE 8 - CONDITIONS TO CLOSING

8.1 Conditions to Seller's Obligations. Seller's obligation to close the Transaction is conditioned on all of the following, any or all of which may be waived by Seller by an express written waiver, at its sole option:

8.1.1 Representations True. All representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such date except to the extent they expressly relate to an earlier date;

8.1.2 Buyer's Financial Condition. No petition has been filed by or against Buyer under the Federal Bankruptcy Code or any similar State or Federal Law, whether now or hereafter existing; and

8.1.3 Buyer's Deliveries Complete. Buyer shall have delivered the funds required hereunder and all of the documents to be executed by Buyer set forth in Section 7.4.

8.2 Conditions to Buyer's Obligations. Buyer's obligation to close the Transaction is conditioned on all of the following, any or all of which may be expressly waived by Buyer in writing, at its sole option:

8.2.1 Representations True. Subject to the provisions of Section 9.3, all representations and warranties made by Seller in this Agreement shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such date except to the extent that they expressly relate to an earlier date.

8.2.2 Title Policy. The Title Company shall be unconditionally and irrevocably committed to issue the Owner's Title Policy in accordance with Section 4.3 above.

8.2.3 Estoppel Certificate. Not less than three (3) Business Days in advance of the Closing, Buyer shall have received:

(a) An executed BART Estoppel Certificate that does not contain information inconsistent with the Lease or allege an amendment or modification to the Lease not disclosed to Buyer during the Due Diligence Period, and states that (i) the Lease is in full force and effect and unmodified or describing any modifications, (ii) BART has performed all of its obligations under the Lease arising prior to the date of the certificate, (iii) there are no disputes between BART and Seller regarding the Lease, and (iv) neither BART nor Seller are in default under the Lease; and

(b) An executed Retail Estoppel Certificate from each Retail Tenant of the Building or an Owner Estoppel Certificate with respect to any Retail Lease for which a Retail Estoppel Certificate was not provided that states: (i) the applicable retail lease is in full force and effect and unmodified or describing any modifications, (ii) the Retail Tenant has performed all of its obligations under its retail release arising prior to the date of the certificate, (iii) there are no disputes between the Retail Tenant and Seller regarding the retail lease, and (iv) neither the Retail Tenant nor Seller are in default under the retail lease.

8.2.4 Board Approval. The Board of Directors of Buyer (the "**Board**") shall have approved the Transaction. Buyer will use commercially reasonable best efforts to obtain the Board's approval of the Transaction prior to the Due Diligence Deadline, based on the Board's regular meeting schedule.

8.2.5 Consent of BART to Assignment of Lease. Seller shall have provided to Buyer, on or before the Due Diligence Deadline, a copy of the written consent from BART, approving the assignment of the Lease to Buyer and the Transaction, in a form satisfactory to Buyer.

8.2.6 [Amendment to Lease. Seller shall have provided to Buyer a copy of the fully executed Lease Amendment.][2]

8.2.7 Assignment of Contracts. Seller shall have provided to Buyer a copy of the fully executed Assignment of Contracts.

8.2.8 Reserved.

8.2.9 Reserved.

8.2.10 Seller's Deliveries Complete. Seller shall have delivered all of the documents and other items required pursuant to Section 7.3 and shall have, in all material respects, performed all other covenants, undertakings and obligations, and complied with all conditions required by this Agreement, to be performed or complied with by Seller at or prior to the Closing.

8.3 Waiver of Failure of Conditions Precedent. At any time or times on or before the date specified for the satisfaction of any condition, Seller or Buyer may elect in writing to waive the benefit of any such condition set forth in Section 8.1 or Section 8.2, respectively. By closing the Transaction, Seller and Buyer shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in Section 8.1 and Section 8.2, respectively. In the event any of the conditions set forth in Sections 8.1 or 8.2 are neither waived nor fulfilled, Seller or Buyer (as appropriate) may exercise such rights and remedies, if any, that such party may have pursuant to the terms of ARTICLE 11 - hereof and Buyer, in the case of any of the conditions set forth in Section 8.2 are neither waived nor fulfilled, shall be entitled to an immediate return of the Deposit.

ARTICLE 9 - REPRESENTATIONS AND WARRANTIES

9.1 Buyer's Representations. Buyer represents and warrants to, and covenants with, Seller as follows:

9.1.1 Organization. Buyer is a public agency, validly existing and in good standing under the Laws of the State of California

9.1.2 Buyer's Authorization. Buyer is authorized to consummate the Transaction and fulfill all of its obligations hereunder and under all Closing Documents to be executed by Buyer, subject to the Board's approval pursuant to Section 8.2.4 above, and has all necessary power to execute and deliver this Agreement and all Closing Documents to be executed by Buyer, and to perform all of Buyer's obligations hereunder and thereunder.

9.1.3 Broker. Other than Buyer's Broker, Buyer has not authorized any broker or finder to act on its behalf in connection with the sale and purchase hereunder

9.1.4 No Insolvency. Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary

[2] A Lease Amendment shall only be a closing requirement to the extent Seller, Buyer and BART agree to the terms of such Lease Amendment during the Due Diligence Period.

petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

Buyer's representations and warranties in this Section 9.1 shall survive the Closing and not be merged therein.

9.2 Seller's Representations. Seller represents and warrants to Buyer as follows as of the Effective Date (and, subject to Section 9.3, shall be deemed to have represented and warranted to Buyer as follows as of the Closing Date):

9.2.1 Organization. Seller is a duly organized and validly existing limited liability company that is in good standing under the laws of the State of Delaware. Seller is registered with and is in good standing under the laws of the State of California.

9.2.2 Seller's Authorization. Seller is authorized to consummate the Transaction and fulfill all of its obligations hereunder and under all Closing Documents to be executed by Seller, and has all necessary power to execute and deliver this Agreement and all Closing Documents to be executed by Seller, and to perform all of Seller's obligations hereunder and thereunder. This Agreement and all Closing Documents to be executed by Seller are the valid and legally binding obligation of Seller, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement and all Closing Documents to be executed by Seller, nor the performance of the obligations of Seller hereunder or thereunder will result in the violation of any Law or will conflict with any order or decree of any court or governmental instrumentality of any nature by which Seller or its managing members are bound.

9.2.3 Foreign Person. Seller is not, and as of the Closing shall not be, a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended and any related regulations.

9.2.4 No Employees. Seller has no employees.

9.2.5 ERISA. Seller is not (and, throughout the period transactions are occurring pursuant to this Agreement, Seller will not be) and Seller is not acting on behalf of (and throughout the period transactions are occurring pursuant to this Agreement, Seller will not be acting on behalf of) an "employee benefit plan" as defined in Section 3(3) of the US Employee Retirement Income Security Act ("ERISA"), that is subject to Title I of ERISA, a "plan" as defined in and subject to Section 4975 of the Code, or an entity deemed to hold the plan assets of any of the foregoing pursuant to 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA.

9.2.6 Patriot Act Compliance. Neither Seller nor, to Seller's knowledge, any Person who owns a direct or indirect interest in Seller (each, a "**Seller Member**"), is an individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government authority or any other form of entity (each, a "**Person**") with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (each, a "**U.S. Person**"), including a United States

Financial Institution as defined in 31 U.S.C. 5312, as periodically amended ("**Financial Institution**"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC ("**Specially Designated Nationals and Blocked Persons**") or otherwise. Neither Seller nor, to Seller's knowledge, any Seller Member (a) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws; (b) has been assessed civil or criminal penalties under any Anti-Money Laundering Laws (as hereinafter defined); or (c) has had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws. For purposes of this Subsection, the term "**Anti-Money Laundering Laws**" shall mean laws, regulations and sanctions, state and federal, criminal and civil, that (1) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (2) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; (3) require identification and documentation of the parties with whom a Financial Institution conducts business; or (4) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions shall be deemed to include the USA PATRIOT Act of 2001, Pub. L. No. 107-56 (the "**Patriot Act**"), the Bank Secrecy Act, 31 U.S.C. Section 5311 et seq., the Trading with the Enemy Act, 50 U.S.C. Section 1701 et seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957. For purposes of this Section, the term "Seller Member" does not include any Person to the extent such Person's interest is in or through an entity whose securities are listed on a national securities exchange or quoted on an automated quotation system in the U.S. or a wholly-owned subsidiary of such an entity.

9.2.7 Taxes. Seller has filed or will file prior to the Closing all income, excise, corporate, franchise, property, sales, payroll, withholding and other tax returns and reports required to be filed by it as of the date hereof by the United States of America or any state or any political subdivision thereof and has paid or established adequate reserves for all taxes (including penalties and interest) which have or may become due pursuant to such returns and any assessments which have been received by it or otherwise. All such tax returns or reports fairly and accurately reflect the taxes of Seller for the periods covered thereby. To Seller's knowledge, Seller is not delinquent in the payment of any tax, assessment or governmental charge, there is no tax deficiency or delinquency asserted against Seller and there is no unpaid assessment, proposal for additional taxes, deficiency or delinquency in the payment of any of the taxes of Seller that could be asserted by any taxing authority, nor of any violation of any federal, state, local or foreign tax law and for which Buyer may be held liable. Seller has not granted any extension to any taxing authority of the limitation period during which any tax liability may be asserted and for which Buyer may be held liable. Seller has not committed a violation of any federal, state, local or foreign tax laws that would have a material adverse effect upon the Leasehold Property.

9.2.8 Bankruptcy. Seller (a) is not in receivership or dissolution; (b) has not made any assignment for the benefit of creditors; (c) has not admitted in writing its inability to pay its debts as they mature; (d) has not been adjudicated to bankruptcy; (e) has not filed a petition of voluntary bankruptcy, petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state; or (f) does not have any such petition described in subparagraph (e) above filed against Seller.

9.2.9 Broker. Other than Seller's Broker, Seller has not authorized any broker or finder to act on its behalf in connection with the sale and purchase hereunder.

9.2.10 Environmental Disclosure.

(a) The term "Applicable Environmental Laws" means all federal, state and local or municipal, statutory, regulatory and common law requirements relating to the protection of human health and safety or the environment, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.), Federal Insecticide Fungicide Rodenticide Act (7 U.S.C. § 136 et seq.), Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), and all applicable judicial, administrative, and regulatory decrees, judgments, and orders.

(b) To Seller's knowledge, Seller is and has been in compliance with all Applicable Environmental Laws.

(c) Except as may be reflected in any environmental report provided to Buyer or obtained by or on behalf of Buyer, to Seller's knowledge, there has been no past or present spill, discharge, disposal or release of Hazardous Materials onto or from the Leasehold Property, nor are any Hazardous Materials presently deposited, stored, or otherwise located on, under, in or about the Leasehold Property or such other property (except in strict compliance with applicable laws), nor have any Hazardous Materials migrated from the Leasehold Property.

(d) **Exhibit J** sets forth any and all currently applicable permits, licenses, approvals and/or registrations, if any, issued to Seller under Applicable Environmental Laws in connection with the development of the Leasehold Property. Seller has obtained all applicable permits, licenses, approvals and/or registrations, if any, required to be issued to Seller under Applicable Environmental Laws on account of any or all of its activities relating to the Leasehold Property. To Seller's knowledge, Seller is in full compliance with the terms and conditions of each permit, license, approval and/or registration. To Seller's knowledge, each such permit, license, approval and/or registration is in full force and effect.

(e) Seller has not received any written notice or other written communication concerning any alleged violation of any Applicable Environmental Law, whether or not corrected to the satisfaction of the appropriate authority, or notice or other communication concerning alleged liability for any response costs or remedial action in connection with the Leasehold Property. There exists no writ, injunction, decree, order, judgment, or lien outstanding, nor any lawsuit, claim, proceeding, citation, directive, summons or investigation, pending or, to Seller's

knowledge, threatened, relating to: (i) the occupancy, use, or maintenance of the Leasehold Property, or (ii) any alleged violation of Applicable Environmental Law by Seller or (iii) the suspected presence of Hazardous Materials on the Leasehold Property (other than those stored or utilized by Seller in the conduct of the business which storage and usage has been and is in conformity with applicable laws including but not limited to Applicable Environmental Laws).

(f) No claim has been asserted, and Seller has no actual knowledge of any unasserted claim, arising out of violations of any Applicable Environmental Laws or the handling, treatment, storage, transportation, disposal (or the arranging therefor) or the discharge into the environment of any Hazardous Materials, including, without limitation, claims for penalties, natural resource damage, personal injury, property damage or response or remedial costs.

(g) Except as may be reflected in any environmental report provided to Buyer or obtained by or on behalf of Buyer, to Seller's knowledge, no underground storage tanks for petroleum or any other substance, or underground piping or conduits associated with such tanks, are or have previously been located on the Leasehold Property.

(h) Except as set forth in any environmental report provided to or obtained by Buyer, and to Seller's actual knowledge, no Hazardous Materials, including, without limitation, asbestos-containing materials or PCB-containing materials, are installed, contained in building material, contained in transformers or other electrical equipment, or are otherwise present on the Leasehold Property.

(i) Seller has provided Buyer with all environmental studies and reports it obtained in connection with its ground lease and development of the Leasehold Property.

(j) Other than as expressly set forth in this Section 9.2.10, Seller makes no representations or warranties as to whether the Land and/or the Leasehold Property contains asbestos, radon, hazardous substances or any hazardous materials or any other harmful or toxic substances, or pertaining to the extent, location or nature of same, if any. Further, to the extent that Seller has provided to Buyer information from any inspection, engineering or environmental reports concerning asbestos, radon, hazardous substances or any hazardous materials or any other harmful or toxic substances, Seller makes no representations or warranties with respect to the accuracy or completeness, methodology of preparation or otherwise concerning the contents of such reports.

9.2.11 Seller's Property Representations.

(a) As of the Effective Date, (i) the Improvements and Leasehold Interest are subject to only the Lease, the Sublease, and the leases for retail space on the ground floor of the improvements that exist as of the date hereof (the "**Retail Tenants**"), and (ii) other than the Retail Tenants and Buyer under the Sublease, Seller is the only tenant with rights to occupy, use, and develop the Improvements and Leasehold Interest pursuant to the terms of the Lease. Seller has delivered or made available to Buyer a true and correct copy of the Lease, including all amendments or modifications. Seller has not sublet or assigned the Lease or any space leased to it thereunder. Seller is not in monetary default or material non-monetary default under the Lease.

(b) Reserved.

(c) To Seller's knowledge, **Exhibit K** is a complete and accurate list and description of all claims, actions, suits, proceedings and investigations currently pending or, to Seller's knowledge, threatened against or affecting Seller, Seller's Designated Representative, or the Leasehold Property, at law or in equity, or before or by any court, municipal or other governmental department, commission, board, agency or instrumentality. Except as set forth in **Exhibit K**, Seller has not been, and is not now, subject to any order, judgment, decree, stipulation or consent of any court, governmental body or agency that has any effect on the Leasehold Property. No inquiry, action or proceeding has been asserted, instituted or, to Seller's knowledge, threatened to restrain or prohibit the carrying out of the transactions contemplated by this Agreement or to challenge the validity of such transactions or any part thereof or seeking damages on account thereof. To Seller's knowledge, there is no basis for any claim or action which would (individually or in the aggregate) have a material adverse effect on the Leasehold Property.

(d) **Exhibit D** is a complete and accurate list of all Contracts, and all warranties obtained by Seller in connection with the Improvements or Leasehold Interest. To Seller's knowledge, there is no default by any party under the Contracts.

(e) Except for (i) the Contracts listed in **Exhibit D** attached hereto, and (ii) liens, encumbrances, covenants, conditions, restrictions, easements and other matters of record, Seller has not entered into any contracts, subcontracts, leases or agreements affecting the Leasehold Property which will be binding upon Buyer after the Closing. As of the Closing, Seller shall have terminated any property management agreement and leasing commission agreement that may be in effect with respect to the Leasehold Property.

(f) **Exhibit L** is a complete and accurate list of all construction permits, licenses, and approvals obtained by Seller in connection with construction of the Improvements.

(g) Seller is not in default that has not been cured by Seller under the terms of or any Contracts to be assumed by Buyer at Closing.

(h) There exists no default by Seller or, to Seller's knowledge, any other party under any recorded declaration, covenants, conditions, easements or restrictions affecting the Leasehold Property.

(i) To Seller's knowledge, Seller is not in violation of any zoning Law applicable to the Leasehold Property.

(j) Seller has not received written notice from any individual, entity or federal, state, local governmental agency or official notifying it that Seller or the Leasehold Property is in violation of, or in noncompliance with, the Americans with Disabilities Act (the "**ADA**"). Seller has not received any written notice of a claim or potential claim under the Civil Rights Act of 1991 for any violation of the ADA.

(k) The Leasehold Interest is not presently the subject of any condemnation or similar proceeding, and to Seller's knowledge, no such condemnation or similar proceeding is currently threatened or pending.

(l) Other than the Permitted Exceptions, Retail Tenants, and Seller occupying the Leasehold Property in accordance with the Lease, no one will have any rights to possession of the Leasehold Property at the Closing other than Buyer and, unless otherwise agreed in writing, Seller shall deliver possession of the Leasehold Property and all keys thereto at the Closing.

9.3 General Provisions.

9.3.1 Knowledge of Seller. Each representation of a "Seller" under Section 9.2 is and shall be deemed given by Seller and Seller's Designated Representative, jointly and severally. Seller and Seller's Designated Representative acknowledge that all of the representations and warranties made in Section 9.2 are made collectively, are material and have been relied upon by Buyer in all respects in entering into this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Seller's Designated Representative shall have no personal liability hereunder.

9.3.2 Breach of Seller's Warranties prior to Closing.

(a) If at or prior to the Closing, Buyer obtains actual knowledge that any of Seller's Warranties were untrue, inaccurate or incorrect in any material respect as of the date made, or any Buyer's Representative discovers that any fact, matter or event exists or has first occurred that would cause any of Seller's Warranties to be untrue, inaccurate or incorrect if made after the date of this Agreement (a "**Changed Circumstances Breach**"), then the Buyer shall deliver written notice to Seller thereof within five (5) Business Days of such person obtaining such knowledge (but, in any event, prior to the Closing). If at or prior to the Closing, Seller obtains actual knowledge that any Changed Circumstances Breach, then Seller (without liability to Seller unless caused by a breach or default hereunder by Seller) shall deliver to Buyer written notice thereof within five (5) Business Days of obtaining such knowledge (but, in any event, prior to the Closing). In either such event, Seller shall have the right to cure such misrepresentation, breach, untruth, or inaccuracy and shall be entitled to a reasonable adjournment of the Closing (not to exceed ten (10) days) for the purpose of such cure.

(b) If any of Seller's Warranties are untrue, inaccurate or incorrect in any material respect as of the date of this Agreement, then Buyer may elect either (A) to waive such breaches and consummate the Transaction without any reduction of or credit against the Purchase Price, or (B) to terminate this Agreement by written notice delivered to Seller within five (5) Business Days after Buyer first learns that Seller will not cure such breach, in which event this Agreement shall be terminated, the Deposit shall be returned to Buyer, and Buyer may pursue its other rights and remedies available to Buyer upon termination of this Agreement due to a Seller default pursuant to Section 11.2 below.

(c) In the event of any Changed Circumstances Breach, and Seller either does not elect to or is not able to so cure any such Changed Circumstances Breach, then Buyer may elect either (A) to waive such Changed Circumstances Breach and consummate the Transaction without any reduction of or credit against the Purchase Price, or (B) to terminate this Agreement by written notice delivered to Seller within five (5) days after Buyer first learns that Seller will not cure such Changed Circumstances Breach, in which event this Agreement shall be terminated, the Deposit shall be returned to Buyer whereupon neither party shall have any further rights or

obligations hereunder (other than any obligations of either party that expressly survive termination and other than as expressly set forth in this paragraph). The foregoing notwithstanding, Buyer's right of termination in this paragraph shall not apply to (i) a change in Seller's representations relating to Leases and/or Contracts to the extent reflective of changes thereto as may be permitted under this Agreement, (ii) changes arising from actions of Buyer or Buyer's affiliates or otherwise consented to by Buyer, (iii) new litigation matters that would have no material adverse effect on Buyer or Seller's ability to consummate Closing hereunder or will result in any liability to Buyer or the Leasehold Property that is not covered by insurance or Seller's indemnification obligations under this Agreement, or (iv) breached representations or warranties that are cured by Seller within ten (10) days of written notice thereof from Buyer. To the extent Buyer has or acquires actual knowledge prior to Closing of any Changed Circumstances Breach but nonetheless proceeds to Closing, then such Changed Circumstances Breach shall be waived by Buyer and Seller shall have no liability to Buyer with respect thereto.

9.3.3 Survival. Seller's Warranties shall survive the Closing and not be merged therein for a period of eighteen (18) months (the "Survival Period").

9.3.4 Indemnification. From and after the Closing Date until the end of the Survival Period, Seller shall indemnify, defend and hold Buyer harmless from and against any and all costs, losses, damages, liabilities, claims and obligations, including, but not limited to, reasonable attorneys' fees (the "**Losses**") arising from or related to (a) any material misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of Seller under this Agreement, and (b) Seller's ownership and operation of the Building, excluding any claims arising from Buyer's use and occupancy of the Premises under the Sublease, prior to the Closing Date, whether any such claims are asserted prior to or after the Closing. Notwithstanding anything to the contrary contained in this Agreement or any documents executed in connection herewith, if the Closing of the transaction contemplated hereunder shall have been consummated, (i) the aggregate liability of Seller arising pursuant to or in connection with any surviving representations and warranties and any other obligations of Seller under this Agreement (subject to any applicable time limitations set forth herein) or any document, instrument or certificate executed or delivered by Seller or on behalf of Seller in connection herewith, shall not exceed Three Million Seven Hundred Eighty Thousand and 00/100 Dollars ($3,780,000.00) (the "**Liability Ceiling**"), and (ii) in no event shall Seller have any liability to Buyer hereunder unless and until the aggregate liability of Seller arising pursuant to or in connection with any representations, warranties or other obligations of Seller under this Agreement (subject to any applicable time limitations set forth herein) or any document or certificate executed or delivered by Seller in connection herewith other than a breach that Seller as of the Closing Date knows to exist shall exceed Twenty-Five Thousand and 00/100 Dollars ($25,000.00) (the "**Liability Floor**"). If Seller's aggregate liability shall exceed the Liability Floor, Seller shall be liable for the entire amount thereof up to but not exceeding the Liability Ceiling. Notwithstanding the foregoing, the Liability Ceiling and Liability Floor shall not apply to the obligations and indemnifications set forth in Section 10.2.2 hereof. Seller agrees that it shall maintain during the Survival Period, cash or cash equivalents equal to Three Million Seven Hundred Eighty Thousand and 00/100 Dollars ($3,780,000.00), and if any claims are brought prior to the expiration of the Survival Period, Seller shall maintain cash or cash equivalents equal to the amount of the potential liability for any such outstanding claim (not to exceed Three Million Seven Hundred Eighty Thousand and 00/100 Dollars ($3,780,000.00) through the final resolution of any such claims. Notwithstanding the foregoing, on the first day of the seventh (7^{th})

month of the Survival Period, without notice to or approval from either party, the Liability Ceiling shall be reduced by an amount equal to One Million Two Hundred Sixty Thousand and 00/100 Dollars ($1,260,000.00), and on the first day of the thirteenth (13th) month of the Survival Period, without notice to or approval from either party, the then current Liability Ceiling shall be reduced by an amount equal to One Million Two Hundred Sixty Thousand and 00/100 Dollars ($1,260,000.00). In no event shall any Losses arising out of Seller's fraud, gross negligence, or willful misconduct be subject to the Liability Ceiling or Liability Floor. The provisions of this Section 9.3.4 shall survive the Closing for the Survival Period.

ARTICLE 10 - COVENANTS

10.1 Seller's Covenants. Seller hereby covenants as follows:

10.1.1 Conduct Prior to Closing. Without Buyer's prior written consent, between the Effective Date and the Closing Date, Seller shall not:

(a) Create or grant any new liens, claims, and encumbrances, or take any other action that would materially and adversely affect Seller's right, title or interest in and to the Leasehold Property (or any portion thereof);

(b) Sell, transfer, or otherwise dispose of any of the Leasehold Property (including by way of merger, consolidation, asset sale, formation of a joint venture or other business combination);

(c) Demolish or materially alter the Improvements or Leasehold Interest; and

(d) Except for the Lease Amendment, amend or otherwise modify the Lease.

10.1.2 Contracts.

(a) Without Buyer's prior written consent, between the Effective Date and the Closing Date, Seller shall not (i) enter into any new service contract or agreement affecting the Leasehold Property that will be in effect as of the Closing, or (ii) extend, renew, replace or otherwise modify any Contract, or enter into any new service contract or agreement, provided, however, that Buyer's consent shall not be required for any Contract modification, extension, renewal or cancellation, or for the execution of any new service or equipment leasing contract, which in either case is consistent with Seller's operation of the Improvements and/or the Leasehold Property prior to the Effective Date and so long as any such new service or equipment leasing contract or existing Contract, as modified, extended or renewed, is cancelable upon not more than thirty (30) days' notice without premium or penalty. Seller shall furnish Buyer with a written notice of the proposed transaction which shall contain information that Seller believes is reasonably necessary to enable Buyer to make informed decisions with respect to the advisability of the proposed transaction. If Buyer fails to object in writing to the terms set forth in Seller's notice within three (3) Business Days after receipt thereof, Buyer shall be deemed to have disapproved the terms of the proposed transaction.

(b) On or before the Closing, Seller shall terminate any management agreements and leasing commission agreements in effect with respect to the Leasehold Property at the sole cost and expense of Seller.

(c) On or before the expiration of the Due Diligence Period, Buyer shall notify Seller in writing which Contracts Buyer wishes to assume at Closing, in Buyer's sole and absolute discretion. Any cost, fee, or penalty associated with Seller's termination of any Contract that Buyer elects not to assume shall be Seller's sole responsibility. To the extent that any Contract to be assumed by Buyer (including any Contracts that, because of advance notice requirements, will be temporarily assumed by Buyer pending the effective date of termination after the Closing Date) is assignable but requires the applicable vendor to consent to the assignment of such Contract by Seller to Buyer, then, prior to Closing, Seller shall endeavor to obtain from each applicable vendor a consent to the assignment of the Contract by Seller to Buyer; provided, however, that if Seller fails to obtain any such consent (a) such failure shall not constitute a breach of or default under this Agreement by Seller or the failure to satisfy a condition precedent to Buyer's obligation to proceed to the Closing, and (b) Seller shall terminate any such Contracts at or prior to the Closing. If any such Contract or the vendor's consent to an assignment thereof to Buyer, whether or not the vendor's consent to an assignment thereof is needed, requires payment of any transfer or assignment charges due in connection with its assumption of any Contracts, Seller shall either pay such charges or terminate such Contract at or prior to Closing unless Buyer elects to assume such Contract and pay the applicable transfer or assignment charges.

10.1.3 Maintenance of Property. Between the Effective Date and the Closing Date, Seller shall maintain and keep the Leasehold Property in compliance with the relevant maintenance provisions under the Sublease, and in compliance with all laws applicable to Seller's ownership of the Leasehold Property. Between the Effective Date and the Closing Date, Seller will advise Buyer of any written notice Seller receives after the Effective Date from any governmental authority of the violation of any Laws regulating the condition or use of the Leasehold Property.

10.1.4 Reserved.

10.1.5 Exclusivity. Seller shall not solicit offers for all or a portion of the Leasehold Property or submit or accept proposals or solicitations for the sale, financing or disposition of the Leasehold Property from any party other than Buyer unless and until this Agreement is terminated in accordance with the terms and conditions of this Agreement or otherwise.

10.1.6 BART Estoppel Certificate. Seller shall obtain the BART Estoppel Certificate in the form required pursuant to this Agreement from BART. Prior to delivering such BART Estoppel Certificate to BART, Seller shall provide the draft to Buyer for its review and comments, and Buyer shall have three (3) Business Days to review and provide any relevant comments.

10.1.7 Retail Estoppel Certificate. Seller shall obtain the Retail Estoppel Certificates in the form required pursuant to this Agreement from the Retail Tenants or provide an Owner Estoppel Certificate or with respect to any Retail Lease for which a Retail Estoppel Certificate is not obtained. Prior to delivering any Retail Estoppel Certificate to a Retail Tenant, Seller shall provide the draft to Buyer for its review and comments, and Buyer shall have three (3) Business Days to review and provide any relevant comments.

10.1.8 Insurance. Seller shall maintain in full force and effect all policies of insurance presently maintained by Seller in compliance with the requirements set forth in the Lease and Sublease.

10.2 Mutual Covenants.

10.2.1 Publicity. To the extent permitted by law, Seller and Buyer each hereby covenant and agree that prior to the Closing neither Seller nor Buyer shall issue any Press Release (as hereinafter defined) with respect to the Transaction without the prior written consent of the other, except to the extent required by applicable Law. If either Seller or Buyer is required by applicable Law to issue a Press Release, such party shall, at least two (2) Business Days prior to the issuance of the same, deliver a copy of the proposed Press Release to the other party for its review. As used herein, the term "**Press Release**" shall mean any press release or public statement with respect to the Transaction or this Agreement.

10.2.2 Brokers. Seller shall be responsible for the payment of any commission, finder's fee or other sum owed to Seller's Broker, Buyer's Broker, and any other broker, commission agent or other person engaged or retained by Seller in connection with the Transaction contemplated by this Agreement. Seller has agreed to pay a commission to Seller's Broker and Buyer's Broker pursuant to a separate agreement. Seller shall indemnify, protect, defend and hold Buyer from and against any claims, actions, suits or demands for payment of any commission, finder's fee or other sum initiated by Seller's Broker, Buyer's Broker, or any other broker, commission agent or other person which Seller or its representatives has engaged or retained or with which Seller has had discussions concerning or which shall be based upon any statement or agreement alleged to have been made by Seller, in connection with the Transaction contemplated by this Agreement. The provisions of this Section 10.2.2 shall survive the termination of this Agreement or the Closing.

10.2.3 Tax Protests; Tax Refunds and Credits. Seller shall have the right to continue and to control the progress of and to make all decisions with respect to any contest of the real estate taxes and personal property taxes for the Leasehold Property due and payable during the Closing Tax Year and all prior Tax Years. Buyer shall have the right to control the progress of and to make all decisions with respect to any tax contest of the real estate taxes and personal property taxes for the Leasehold Property due and payable during all Tax Years subsequent to the Closing Tax Year. All real estate and personal property tax refunds and credits received after Closing with respect to the Leasehold Property shall be applied in the following order of priority: first, to pay the costs and expenses (including reasonable attorneys' fees, expenses and disbursements) incurred in connection with obtaining such tax refund or credit; and second, apportioned between Buyer and Seller as follows:

(a) with respect to any refunds or credits attributable to real estate and personal property taxes due and payable during the Closing Tax Year (regardless of the year for which such taxes are assessed), such refunds and credits shall be apportioned between Buyer and Seller in the manner provided in Section 6.3;

(b) with respect to any refunds or credits attributable to real estate and personal property taxes due and payable during any period prior to the Closing Tax Year (regardless of the

year for which such taxes are assessed), Seller shall be entitled to the entire refunds and credits; and

(c) with respect to any refunds or credits attributable to real estate and personal property taxes due and payable during any period after the Closing Tax Year (regardless of the year for which such taxes are assessed), Buyer shall be entitled to the entire refunds and credits.

10.2.4 Survival. The provisions of this Section 10.2 shall survive the Closing (and not be merged therein) or earlier termination of this Agreement.

ARTICLE 11 - DEFAULT

11.1 To Seller's Obligations. If, as of the Closing Date, the Closing fails to occur by reason of Buyer's failure or refusal to perform its obligations hereunder in material respect, and any such circumstance continues for ten (10) Business Days after written notice from Seller to Buyer, which written notice shall detail such default, untruth or failure, as applicable, then Seller may elect, as its sole and exclusive remedies, to (a) terminate this Agreement by written notice to Buyer, promptly after which the Deposit shall be paid to Seller as liquidated damages and, thereafter, the parties shall have no further rights or obligations hereunder except for obligations which expressly survive the termination of this Agreement; or (b) waive the failure or refusal to perform and proceed to close the Transaction. THE AMOUNT PAID TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES PURSUANT TO THE FOREGOING PROVISIONS SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY IF BUYER FAILS TO CLOSE THE PURCHASE OF THE LEASEHOLD PROPERTY. THE PARTIES HERETO EXPRESSLY AGREE AND ACKNOWLEDGE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF A DEFAULT BY BUYER WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN AND THAT THE AMOUNT OF THE DEPOSIT PLUS ANY INTEREST ACCRUED THEREON REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

Seller's Initial: _____ Buyer's Initial: _____

11.2 To Buyer's Obligations. If, at the Closing, (i) Seller is in material default of any of its obligations hereunder, or (ii) subject to the provisions of Section 9.3, any of Seller's Warranties are, in the aggregate, untrue, inaccurate or incorrect in any material respect, or (iii) the Closing otherwise fails to occur by reason of Seller's failure or refusal to perform its obligation hereunder in any material respect, and any such circumstance described in any of clauses (i), (ii) or (iii) continues for ten (10) Business Days after written notice from Buyer to Seller, which written notice shall detail such default, untruth or failure, as applicable, then Buyer shall have the right, to elect, as its sole and exclusive remedy, to (a) terminate this Agreement by written notice to Seller, promptly after which the Deposit shall be returned to Buyer, Seller shall reimburse Buyer for its out-of-pocket costs in performing Buyer's Due Diligence, pursuing financing and negotiating this Agreement in an amount no greater than Three Million Seven Hundred Eighty Thousand and

00/100 Dollars ($3,780,000.00) and, thereafter, the parties shall have no further rights or obligations hereunder except for obligations which expressly survive the termination of this Agreement, (b) waive the condition and proceed to close the Transaction, or (c) seek specific performance of this Agreement by Seller.

ARTICLE 12 - CONDEMNATION/CASUALTY

12.1 Right to Terminate. If, after the Effective Date and prior to the Closing Date, (a) any portion of the Leasehold Property is taken by condemnation or eminent domain (or is the subject of a pending taking which has not yet been consummated), or (b) any portion of the Leasehold Property is damaged or destroyed (excluding routine wear and tear), Seller shall notify Buyer in writing of such fact immediately after obtaining knowledge thereof. If the Leasehold Property is the subject of a Major Casualty/Condemnation that occurs after the Effective Date, Buyer shall have the right to terminate this Agreement by giving written notice to Seller no later than twenty (20) Business Days after the giving of Seller's notice, and the Closing Date shall be extended, if necessary, to provide sufficient time for Buyer to make such election. The failure by Buyer to so elect in writing to terminate this Agreement within such twenty (20) Business Day period shall be deemed an election not to terminate this Agreement. If this Agreement is terminated pursuant to this Section 12.1, the Deposit shall be returned to Buyer and, thereafter, this Agreement shall terminate and neither party to this Agreement shall have any further rights or obligations hereunder other than any arising under any section herein which expressly provides that it shall survive the termination of this Agreement.

12.2 Allocation of Proceeds and Awards. If a condemnation or casualty occurs after the Effective Date and this Agreement is not terminated as permitted pursuant to the terms of Section 12.1, then this Agreement shall remain in full force and effect, Buyer shall acquire the remainder of the Leasehold Property upon the terms and conditions set forth herein and at the Closing:

(a) if the awards or proceeds, as the case may be, have been paid to Seller prior to Closing, Buyer shall receive a credit at Closing equal to (i) the amount of any such award or proceeds on account of such condemnation or casualty, plus (ii) if a casualty has occurred and such casualty is an insured casualty, an amount equal to Seller's deductible with respect to such casualty, less (iii) an amount equal to the Seller-Allocated Amounts; and

(b) to the extent that such award or proceeds have not been paid to Seller prior to Closing, (i) if a casualty has occurred and such casualty is an insured casualty, Buyer shall receive a credit at Closing equal to Seller's deductible with respect to such casualty, less an amount equal to the Seller-Allocated Amounts, and (ii) Seller shall assign to Buyer at the Closing (without recourse to Seller) the rights of Seller to, and Buyer shall be entitled to receive and retain, such awards or proceeds; provided, however, that within five (5) Business Days after receipt of such awards or proceeds, Buyer shall pay to Seller an amount equal to the Seller-Allocated Amounts not previously paid to Seller.

12.3 Insurance. Seller shall maintain the property insurance coverage currently in effect for the Leasehold Property, or as otherwise required under the Lease, through the Closing Date.

12.4 Waiver. The provisions of this Article 12 supersede the provisions of any applicable Laws with respect to the subject matter of this Article 12.

ARTICLE 13 - ESCROW PROVISIONS

13.1 [***SUBJECT TO REVIEW BY ESCROW AGENT***] The Deposit and any other sums (including, without limitation, any interest earned thereon) which the parties agree shall be held in escrow (herein collectively called the "**Escrow Deposits**"), shall be held by the Escrow Agent, in trust, and disposed of only in accordance with the following provisions:

13.1.1 The Escrow Agent shall invest the Escrow Deposits in government insured interest-bearing instruments reasonably satisfactory to both Buyer and Seller, shall not commingle the Escrow Deposits with any funds of the Escrow Agent or others, and shall promptly provide Buyer and Seller with confirmation of the investments made.

13.1.2 If the Closing occurs, the Escrow Agent shall deliver the Escrow Deposits to, or upon the instructions of, Seller on the Closing Date.

13.1.3 If for any reason the Closing does not occur, the Escrow Agent shall deliver the Deposit to the party entitled to it pursuant to the terms hereof, as mutually confirmed in writing by the parties hereto at such time.

13.1.4 The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent of either of the parties, and that the Escrow Agent shall not be liable to either of the parties for any action or omission on its part taken or made in good faith, and not in disregard of this Agreement, but shall be liable for its negligent acts and for any Liabilities (including reasonable attorneys' fees, expenses and disbursements) incurred by Seller or Buyer resulting from the Escrow Agent's mistake of law respecting the Escrow Agent's scope or nature of its duties. Seller and Buyer shall jointly and severally indemnify and hold the Escrow Agent harmless from and against all Liabilities (including reasonable attorneys' fees, expenses and disbursements) incurred in connection with the performance of the Escrow Agent's duties hereunder, except with respect to actions or omissions taken or made by the Escrow Agent in bad faith, in disregard of this Agreement or involving negligence on the part of the Escrow Agent.

13.1.5 Buyer shall pay any income taxes on any interest earned on the Escrow Deposits. Buyer shall provide Escrow Agent with its taxpayer identification number and a W-9 if requested.

13.1.6 The Escrow Agent has executed this Agreement in the place indicated on the signature page hereof in order to confirm that the Escrow Agent has received and shall hold the Escrow Deposits and the interest earned thereon, in escrow, and shall disburse the Escrow Deposits, and the interest earned thereon, pursuant to the provisions of this Article 13.

13.2 The provisions of this Article 13 shall survive the Closing (and not be merged therein) or earlier termination of this Agreement.

ARTICLE 14 - LEASING MATTERS

14.1 Lease Modifications. Following the Effective Date, Seller shall not, without Buyer's prior written consent, (a) materially modify or amend, or waive any material provision of, the Lease, (b) consent to any assignment or sublease in connection with the Leasehold Property, or (c) enter into any discussions with any third party regarding the lease or sale of all of the Leasehold Property nor enter into any such lease or sale agreement. Seller shall furnish Buyer with a written notice of the proposed transaction which shall contain information that Seller believes is reasonably necessary to enable Buyer to make informed decisions with respect to the advisability of the proposed action. If Buyer fails to object in writing to any such proposed action within five (5) Business Days after receipt of the aforementioned information, Buyer shall be deemed to have disapproved the proposed action. Seller shall deliver to Buyer a true and complete copy of each modification or amendment, as the case may be, promptly after the execution and delivery thereof.

14.2 Lease Enforcement. Provided Seller has obtained Buyer's prior written consent, Seller shall have the right, but not the obligation (except to the extent that Seller's failure to act shall constitute a waiver of such rights or remedies), to enforce the rights and remedies of Seller, as tenant under the Lease, by summary proceedings or otherwise. Within three (3) Business Days of any filing of an action by Seller against BART, Seller shall provide Buyer with a copy of such action, or within three (3) Business Days of Seller's actual notice of an action by BART against Seller, Seller shall notify Buyer of the same.

14.3 Sublease Termination. On the Closing Date, the Sublease shall automatically terminate, and Buyer and Seller shall have no further obligations to one another under the terms and conditions of the Sublease.

ARTICLE 15 - MISCELLANEOUS

15.1 Assignment. Except as provided below, Buyer shall not assign this Agreement or its rights hereunder to any individual or entity without the prior written consent of Seller, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Buyer may assign this Agreement or its rights hereunder to any entity without the prior written consent of Seller but with written notice to Seller, provided that (i) such assignee is an entity, controlled by or under common control with Buyer, and (ii) the assignee shall expressly assume all of Buyer's obligations under this Agreement pursuant to a written agreement (but Buyer or any subsequent transferor shall not be released from obligations hereunder). Notwithstanding and without limiting the foregoing, no consent given by Seller to any transfer or assignment of Buyer's rights or obligations hereunder shall be deemed to constitute a consent to any other transfer or assignment of Buyer's rights or obligations hereunder and no transfer or assignment in violation of the provisions hereof shall be valid or enforceable. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

15.2 Designation Agreement. Section 6045(e) of the United States Internal Revenue Code and the regulations promulgated thereunder (herein collectively called the "Reporting Requirements") require an information return to be made to the United States Internal Revenue Service, and a statement to be furnished to Seller, in connection with the Transaction. Escrow Agent is either (x)

the person responsible for closing the Transaction (as described in the Reporting Requirements) or (y) the disbursing title or escrow company that is most significant in terms of gross proceeds disbursed in connection with the Transaction (as described in the Reporting Requirements). Accordingly:

15.2.1 Escrow Agent is hereby designated as the "Reporting Person" (as defined in the Reporting Requirements) for the Transaction. Escrow Agent shall perform all duties that are required by the Reporting Requirements to be performed by the Reporting Person for the Transaction.

15.2.2 Seller and Buyer shall furnish to Escrow Agent, in a timely manner, any information requested by Escrow Agent and necessary for Escrow Agent to perform its duties as Reporting Person for the Transaction.

15.2.3 Escrow Agent hereby requests Seller to furnish to Escrow Agent Seller's correct taxpayer identification number. Seller acknowledges that any failure by Seller to provide Escrow Agent with Seller's correct taxpayer identification number may subject Seller to civil or criminal penalties imposed by law. Accordingly, Seller hereby certifies to Escrow Agent, under penalties of perjury, that Seller's correct taxpayer identification number is [84-2678458].

15.3 Integration; Waiver. This Agreement, together with the Exhibits hereto, embodies and constitutes the entire understanding between the parties with respect to the Transaction and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either party hereto of any failure or refusal by the other party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply. All exhibits and schedules hereto and are incorporated by reference into this Agreement.

15.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of California.

15.5 Captions Not Binding; Exhibits. The captions in this Agreement are inserted for reference only and in no way define, describe or limit the scope or intent of this Agreement or of any of the provisions hereof. All Exhibits attached hereto shall be incorporated by reference as if set out herein in full.

15.6 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15.7 Severability. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

15.8 Notices. Any notice, request, demand, consent, approval and other communications under this Agreement shall be in writing, and shall be deemed duly given or made at the time and on the date (a) when received by facsimile or by e-mail (provided that the sender of such communication shall orally confirm receipt thereof by the appropriate parties) or (b) when personally delivered as shown on a receipt therefor (which shall include delivery by a nationally recognized overnight delivery service) or (c) three (3) Business Days after being mailed by prepaid registered or certified mail, return receipt requested, to the address for each party set forth below. Any party, by written notice to the other in the manner herein provided, may designate an address different from that set forth below.

IF TO BUYER: San Mateo County Transit District
1250 San Carlos Avenue
San Carlos, CA 94070
Attention:
Telephone:
E-Mail:

COPY TO: Hanson Bridgett LLP
425 Market Street, 26th Floor
San Francisco, CA 94105
Attention: Joan L. Cassman
Telephone: 415-995-5021
E-Mail: JCassman@hansonbridgett.com

IF TO SELLER: Gateway Millbrae Office LLC
c/o Republic Urban Properties LLC
1098 Lincoln Avenue, Suite 200
San Jose, California 95125
Attention: Michael R. Van Every
Telephone: 408 292-1601, Extension 1221
E-Mail: mvanevery@republic-urban.com

COPY TO: Glazer Honigman Ellick
5301 Wisconsin Avenue NW, Suite 740
Washington D.C. 20015
Attention: Stephen H. Ellick, Esq. and Jocelyn B. Redman, Esq.
Telephone: (202) 537-5500
E-Mail: Sellick@ghelawfirm.com;
JRedman@ghelawfirm.com

15.9 Counterparts. This Agreement may be executed by the parties hereto in counterparts, each of which will be deemed to be an original, but all such counterparts will constitute one and the same instrument, and all signatures need not appear on any one counterpart. A copy of this Agreement executed and delivered by facsimile, electronic mail in ".pdf" format, or any electronic signature complying with the California Uniform Electronic Transactions Act and the U.S. federal

ESIGN Act of 2000 (e.g., www.docusign.com) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15.10 No Recordation. Seller and Buyer each agrees that neither this Agreement nor any memorandum or notice hereof shall be recorded and Buyer agrees not to file any notice of pendency or other instrument (other than a judgment) against the Leasehold Property or any portion thereof in connection herewith. Notwithstanding the foregoing, if the same is permitted pursuant to applicable Laws, Buyer shall be entitled to record a notice of *lis pendens* if Buyer is required by applicable law to do so in connection with valid exercise of Buyer's right to specific performance of this Agreement by Seller in accordance with the terms of Section 11.2 hereof.

15.11 Additional Agreements; Further Assurances. Subject to the terms and conditions herein provided, each of the parties hereto shall execute and deliver such documents as the other party shall reasonably request in order to consummate and make effective the Transaction; provided, however, that the execution and delivery of such documents by such party shall not result in any additional liability or cost to such party.

15.12 Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, any amendment or modification hereof or any of the Closing Documents.

15.13 Time of Essence. Time is of the essence with respect to this Agreement.

15.14 JURISDICTION. WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDINGS ARISING OUT OF OR RELATING TO THE TRANSACTION, THIS AGREEMENT, THE LEASEHOLD PROPERTY OR THE RELATIONSHIP OF BUYER AND SELLER HEREUNDER ("**PROCEEDINGS**") EACH PARTY IRREVOCABLY (A) SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY PROCEEDINGS BROUGHT IN ANY SUCH COURT, WAIVES ANY CLAIM THAT SUCH PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM AND FURTHER WAIVES THE RIGHT TO OBJECT, WITH RESPECT TO SUCH PROCEEDINGS, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER SUCH PARTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING (AND NOT BE MERGED THEREIN) OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

15.15 Attorneys' Fees. Should any action or other proceeding be necessary to enforce any of the provisions of this Agreement or the various obligations or transactions contemplated hereto, or in the event of any dispute between the parties relating to this Agreement or the Leasehold Property, the prevailing party will be entitled to recover, in addition to any other relief to which such party may be entitled, its actual attorneys' fees and costs incurred in connection with the prosecution or defense, as the case may be, of such action.

15.16 Tax Deferred Exchange. Seller may consummate the sale of the Leasehold Property as part of a so-called like kind exchange (the "**Exchange**") pursuant to § 1031 of the Internal Revenue Code of 1986, as amended (the "**Code**"), provided that (i) Seller shall effect the Exchange through an assignment of its rights under this Agreement to a qualified intermediary; (ii) Buyer shall not be required to take an assignment of the purchase agreement for the replacement property, be required to acquire or hold title to any real property for purposes of consummating the Exchange or be required to expend any additional costs or expenses to effect the Exchange; (iii) Buyer shall not by this agreement or acquiescence to the Exchange be responsible for compliance with or be deemed to have warranted to Seller that the Exchange in fact complies with § 1031 of the Code; (iv) Buyer shall not be obligated to incur any additional expense (including attorneys' fees) or liability on account of its accommodation of the Exchange nor shall Exchange delay the Closing Date. Seller shall indemnify and defend Buyer and hold Buyer harmless from and against any and all claims, damages, liabilities, losses, costs and expenses, including, without limitation, attorneys' fees and costs, arising out of or in any way connected with the Exchange that Buyer would not have incurred but for the Exchange

15.17 Limitation of Seller Liability. No partner or agent of Seller, nor any Seller Related Parties, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Buyer and its successors and assigns shall look solely to Seller's assets for the payment of any such claim, and Buyer, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

15.18 Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement upon any other person other than the parties hereto and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third parties any right of subrogation or action over or against any party to this Agreement. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

15.19 Discharge of Seller's Obligations. Except for those provisions of this Agreement that survive the Closing or as otherwise expressly provided in this Agreement, Buyer's acceptance of the Deed shall be deemed a discharge of all of the obligations of Seller hereunder and all of Seller's representations, warranties, covenants and agreements in this Agreement shall merge in the documents and agreements executed at the Closing and shall not survive the Closing.

15.20 Survival. The provisions of this Section 15 shall survive the Closing or earlier termination of this Agreement.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

GATEWAY MILLBRAE OFFICE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

BUYER:

SAN MATEO COUNTRY TRANSIT DISTRICT,
a public agency

By:_____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

AGREEMENT OF ESCROW AGENT

The undersigned has executed this Agreement solely to confirm its agreement to (a) hold the Escrow Deposits in escrow in accordance with the provisions hereof and (b) comply with the provisions of Article 13 and Section 15.2.

In witness whereof, the undersigned has executed this Agreement as of _____, 202_.

CHICAGO TITLE COMPANY

By:_____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

The land is situated in the City of Millbrae, County of San Mateo, State of California, and is described as follows:

EXHIBIT B

COPY OF GROUND LEASE

[See attached]

EXHIBIT C

COPY OF SUBLEASE

[See attached]

EXHIBIT D

LIST OF CONTRACTS

[See attached]

EXHIBIT E

FORM OF BILL OF SALE

BILL OF SALE AND GENERAL ASSIGNMENT

THIS BILL OF SALE AND GENERAL ASSIGNMENT (this "Assignment") is executed as of the _____ day of _____, 202_ by and between **GATEWAY MILLBRAE OFFICE LLC**, a Delaware limited liability company ("Assignor"), whose address is c/o Republic Urban Properties LLC, 1098 Lincoln Avenue, Suite 200, San Jose, California 95125, and **SAN MATEO COUNTY TRANSIT DISTRICT**, a public agency, whose address is 1250 San Carlos Avenue, San Carlos, California 94070 ("Assignee").

WHEREAS, Assignee is this day purchasing from Assignor and Assignor is conveying to Assignee the Leasehold Property, as such term is described in that certain Leasehold Purchase and Sale Agreement dated as of [_____], 202[_] between Assignor and Assignee (the "Purchase Agreement"). Terms used but not defined herein shall have the meaning set forth in the Purchase Agreement.

WHEREAS, Assignor desires to assign, transfer, set over and deliver to Assignee all of Assignor's rights, if any, in and to all (a) all tangible personal property owned by Seller that is located on the Improvements and used in the ownership and maintenance of the Improvements, and (b) all books, records and files of Seller relating to the Improvements or the Lease (collectively, the "Personal Property"), together with the following incidental rights and appurtenances relating thereto: (i) all architectural, mechanical, engineering, as-built and other plans, specifications and drawings relating to the Leasehold Interest or Improvements, if available, which are in Seller's or its property manager's possession or reasonable control; (ii) all trademarks, service marks, logos and other marks, trade or business names and other intangible property used exclusively in connection with the Leasehold Property; (iii) to the extent that the same are in effect as of the Closing Date, any licenses, permits and other written authorizations in connection with the use, operation or ownership of the Leasehold Property; and (iv) any guaranties and warranties in effect with respect to any portion of the Leasehold Property as of the Closing Date. (the "Intangible Property" and together with the Personal Property, collectively, the "Assigned Property").

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers, sets over and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Assigned Property, and Assignee hereby affirmatively and unconditionally accepts and assumes the Assigned Property.

2. Except as expressly set forth in the Purchase Agreement, this Assignment is made without warranty, representation, or guaranty by Assignor of any kind whatsoever other than (i) Assignor represents that it owns the property being assigned hereby free of any liens, encumbrance or prior assignments, and (ii) Assignor has the right, power and authority to make

the transfers set forth herein.

3. This Assignment may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one and the same instrument, and shall be binding and effective when all parties hereto have executed and delivered at least one counterpart.

4. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.

[**SIGNATURE PAGE FOLLOWS**]

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale to be effective as of the date first set forth hereinabove.

ASSIGNOR:

_____,
_____

By:_____
Name:
Title: _____

ACCEPTED:

ASSIGNEE:

_____,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT F

FORM OF ASSIGNMENT OF CONTRACTS

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS (this "Assignment") is executed as of the _____ day of _____, 202_ by and between **GATEWAY MILLBRAE OFFICE LLC**, a Delaware limited liability company ("Assignor"), whose address is c/o Republic Urban Properties LLC, 1098 Lincoln Avenue, Suite 200, San Jose, California 95125, and **SAN MATEO COUNTY TRANSIT DISTRICT**, a public agency, whose address is 1250 San Carlos Avenue, San Carlos, California 94070 ("Assignee").

WHEREAS, Assignee is this day purchasing from Assignor and Assignor is conveying to Assignee the Leasehold Property, as such term is described in that certain Leasehold Purchase and Sale Agreement dated as of [_____], 202[_] between Assignor and Assignee (the "Purchase Agreement"). Terms used but not defined herein shall have the meaning set forth in the Purchase Agreement.

WHEREAS, in connection with its ownership and management of the Leasehold Property, Assignor has entered into those certain maintenance, service and supply contracts and equipment leases, in effect on the date hereof, listed and described on Exhibit A annexed hereto and made a part hereof (collectively, the "Contracts").

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to assume as herein provided, all of Assignor's right, title and interest in and to the Contracts.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers and assigns to Assignee all right, title and interest of Assignor in and to the Contracts.

2. Assignee hereby affirmatively and unconditionally assumes all of the obligations and liabilities of Assignor under the Contracts arising with respect to the time period from and after the date hereof.

3. This Assignment is made without warranty, representation, or guaranty by, or recourse against Assignor of any kind whatsoever except as otherwise expressly provided in the Purchase Agreement. Assignee shall be liable for and Assignee hereby indemnifies and holds harmless Assignor and any agent, advisor, representative, affiliate, employee, director, partner, member, beneficiary, investor, servant, shareholder, trustee or other person or entity acting on Assignor's behalf or otherwise related to or affiliated with Assignor (collectively, "Assignor Related Parties") from and against any and all claims, losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees and disbursements) and charges Assignor or any Assignor Related Party may incur or suffer as a result of or which arises in connection with the Contracts with respect to the time period from and after the date hereof.

4. Subject to the terms and limitations of Section 9.3.4 of the Purchase Agreement, Assignor shall be liable for and Assignor hereby indemnifies and holds harmless Assignee and any agent, advisor, representative, affiliate, employee, director, partner, member, beneficiary, investor, shareholder, trustee or other person or entity acting on Assignee's behalf or otherwise related to or affiliated with Assignee (collectively, "Assignee Related Parties") from and against any and all claims, losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees and disbursements) and charges Assignee or any Assignee Related Party may incur or suffer as a result of or which arises in connection with the Contracts with respect to the period of time prior to the date hereof.

5. This Assignment may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one and the same instrument, and shall be binding and effective when all parties hereto have executed and delivered at least one counterpart.

6. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.

[**SIGNATURE PAGE FOLLOWS**]

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

GATEWAY MILLBRAE OFFICE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

SAN MATEO COUNTRY TRANSIT DISTRICT,
a public agency

By:_____
Name: _____
Title: _____

Exhibit A

List of Contracts

[*To be inserted.*]

EXHIBIT G

FORM OF ASSIGNMENT AND ASSUMPTION OF LEASE

ASSIGNMENT AND ASSUMPTION OF LEASE

This ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made as of the ___ day of _____, 202_ (the "Effective Date") by and between **GATEWAY MILLBRAE OFFICE LLC**, a Delaware limited liability company ("Assignor"), whose address is c/o Republic Urban Properties LLC, 1098 Lincoln Avenue, Suite 200, San Jose, California 95125, and **SAN MATEO COUNTY TRANSIT DISTRICT**, a public agency, whose address is 1250 San Carlos Avenue, San Carlos, California 94070 ("Assignee").

WITNESSETH

WHEREAS, Assignor entered into that certain Ground Lease (Office) dated December 4, 2019 (the "Lease") with San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code Section 28500, et seq., as landlord, with respect to that certain parcel of real estate located at 166 North Rollins Road, Millbrae, CA 94030; and

WHEREAS, Assignor has agreed to assign to Assignee, and Assignee has agreed to accept and assume, all of the right, title and interest of Assignor as the tenant in and to the Lease pursuant to the terms and provisions of that certain Lease Purchase and Sale Agreement dated [_____], 202[_] between Assignor and Assignee (the "Purchase Agreement").

NOW, THEREFORE, effective as of the Effective Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers, sets over and delivers unto Assignee as of the Effective Date, all of Assignor's right, title and interest of the tenant in and to the Lease, without warranty, representation or recourse.

2. Assignee hereby assumes the performance of all of the terms, covenants and conditions of the Lease on the part of Assignor, as tenant to be performed under the Lease from and after the Effective Date.

3. This Assignment shall be binding upon, and inure to the benefit of, Assignor, Assignee and their respective successors and assigns.

4. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of New York.

5. No amendment or modification to any terms of this Assignment, waiver of the obligations of Assignor or Assignee hereunder, or termination of this Assignment, shall be valid unless in writing and signed by the party against whom enforcement of such amendment, modification or waiver is sought.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

[**SIGNATURE PAGE FOLLOWS**]

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

GATEWAY MILLBRAE OFFICE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

SAN MATEO COUNTRY TRANSIT DISTRICT,
a public agency

By:_____
Name: _____
Title: _____

EXHIBIT H

INTENTIONALLY OMITTED

EXHIBIT I

FORM OF ESTOPPEL CERTIFICATE

[***Subject to review and comment by BART***]

TO: San Mateo County Transit District

Re: 166 North Rollins Road, Millbrae, CA 94030 (the "**Premises**")

This estoppel certificate is delivered by San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code Section 28500, et seq. ("**Landlord**"), as the landlord under that certain Ground Lease (Office) dated December 14, 2019 ("**Lease**") to San Mateo County Transit District ("**Buyer**") in connection with the contemplated sale of the leasehold interest in the Lease from Gateway Millbrae Office LLC ("**Tenant**") to Buyer. Landlord hereby certifies the following information on which Buyer may rely in connection with its purchase of the leasehold interest:

1. The undersigned is the owner in fee of the Premises.

2. The Lease is in full force and effect and each provision of which is binding on Tenant and Landlord in accordance with its terms. The Lease has not been modified or amended in writing or orally or by course of conduct, except as specifically set forth above, and contains the entire understanding and agreement between Tenant and Landlord concerning the Premises. A true, complete and accurate copy of the Lease is attached hereto as Exhibit A.

3. The Premises consist of approximately _____rentable square feet of space.

4. The term of the Lease commenced on _____ and terminates on _____.

5. Current monthly base rent under the Lease is $_____. Base rent has been paid through the period ending _____. The Lease provides for the monthly rent to increase as follows: _____ As of the date hereof, Tenant has no existing right to free rent, partial rent, rent rebate, credit for improvements, rent abatement, or other rental concessions or any right to payments from Landlord to Tenant except as follows: _____.

6. Tenant has no option to extend or to renew the term of the Lease, except as follows: _____.

7. The Lease contains no right of first refusal or offer to lease additional space, option to expand, option to terminate the Lease, or right of first refusal or offer or option to purchase the Premises or any interest therein, except as follows: _____.

8. The actual cash amount of the security deposit currently held by Landlord is $_____. Landlord holds no other funds for Tenant's account.

9. Tenant is not, and Landlord is not, in default under any provision of the Lease. The undersigned has not receive written notice that Tenant has asserted any claim of default against

Landlord or offset or defense against the payment of rent or other charges payable by Tenant or the performance of any other obligations by Tenant under the Lease.

10. The Premises have been delivered to Tenant in accordance with the terms of the Lease, Tenant has accepted the Premises.

11. To the knowledge of the undersigned, Tenant has not assigned its rights under the Lease or sublet any portion of the Premises.

12. Landlord's current address for Notices is:

_____
_____

The statements made herein shall be binding upon us, our successors and assigns, and shall inure to your benefit and the benefit of your successors and assigns. The officers executing this letter have been duly empowered to do so on behalf of the undersigned.

Dated: _____

Very truly yours,

_____
By _____
Name: _____
Its: _____

EXHIBIT J

ENVIRONMENTAL PERMITS, LICENSES, AND APPROVALS

EXHIBIT K

NOTICES OF LITIGATION AND CONTRACT DEFAULTS

EXHIBIT L

LIST OF CONSTRUCTION PERMITS, LICENSES, AND APPROVALS

EXHIBIT I

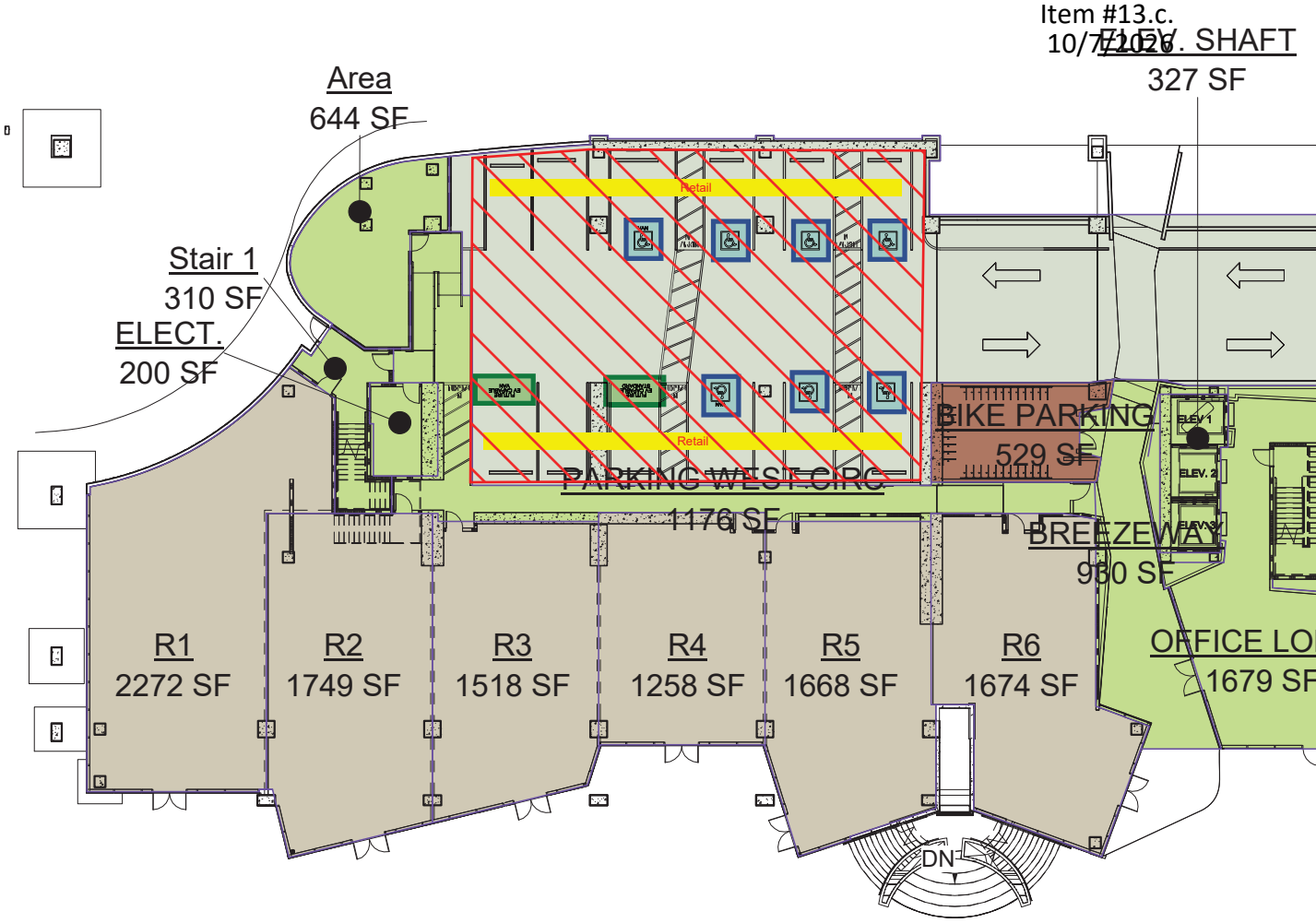
SIGN CRITERIA

That certain Master Sign Program for Gateway at Millbrae Station prepared by Square Peg Design and approved by the City of Millbrae on May 18, 2020, a copy of which has been provided to Tenant, with the original being on file at the offices of Landlord.

EXHIBIT J

PARKING PLAN

[*See attached.*]



Parking Summary

Retail = 65 stalls
1st Level = 12
2nd Level = 53
3rd Level = 0

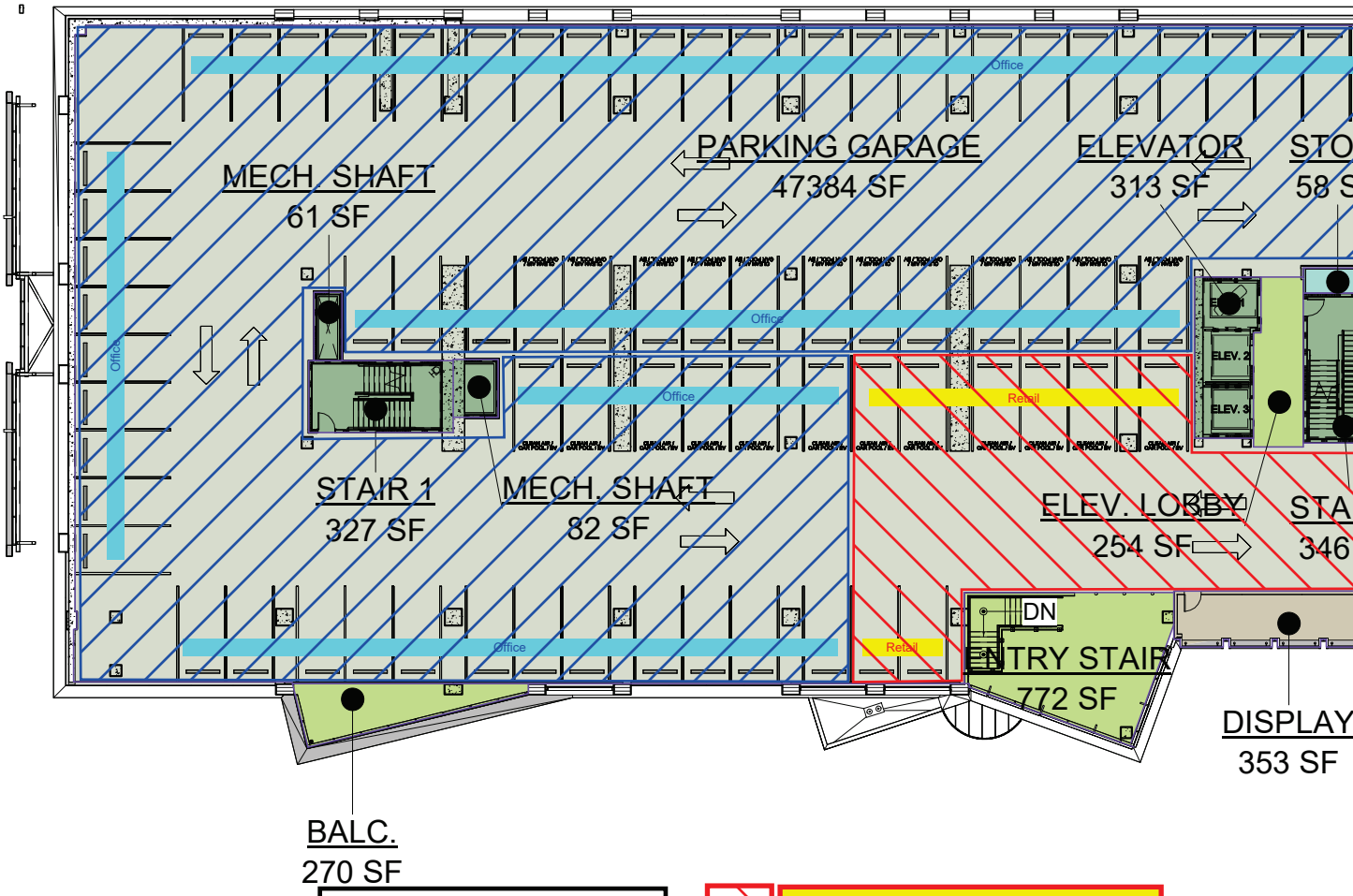
Office = 220 stalls
1st Level = 0
2nd Level = 78
3rd Level = 142

Level 1 Retail Parking:
(12) Total Stalls
(7) ADA (shared with Office)
(2) EV Charging
(3) Standard

Level 1 Office Parking:
(0) Total Stalls
(0) ADA (shared with Retail)
(0) EV Charging
(0) Standard

Autodesk Docs://18.022.01 Millbrae Gateway Bldg 5A/Millbrae Gateway Bldg 5A-AR.rvt
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A-001	TITLE: FIRST LEVEL PARKING PLAN
ISSUE DATE: 02/03/23	PROJECT: 166 Rollins Rd. Millbrae Ca., 94030 / OFFICE BUILDING 5A



Parking Summary

Retail = 65 stalls
1st Level = 12
2nd Level = 53
3rd Level = 0

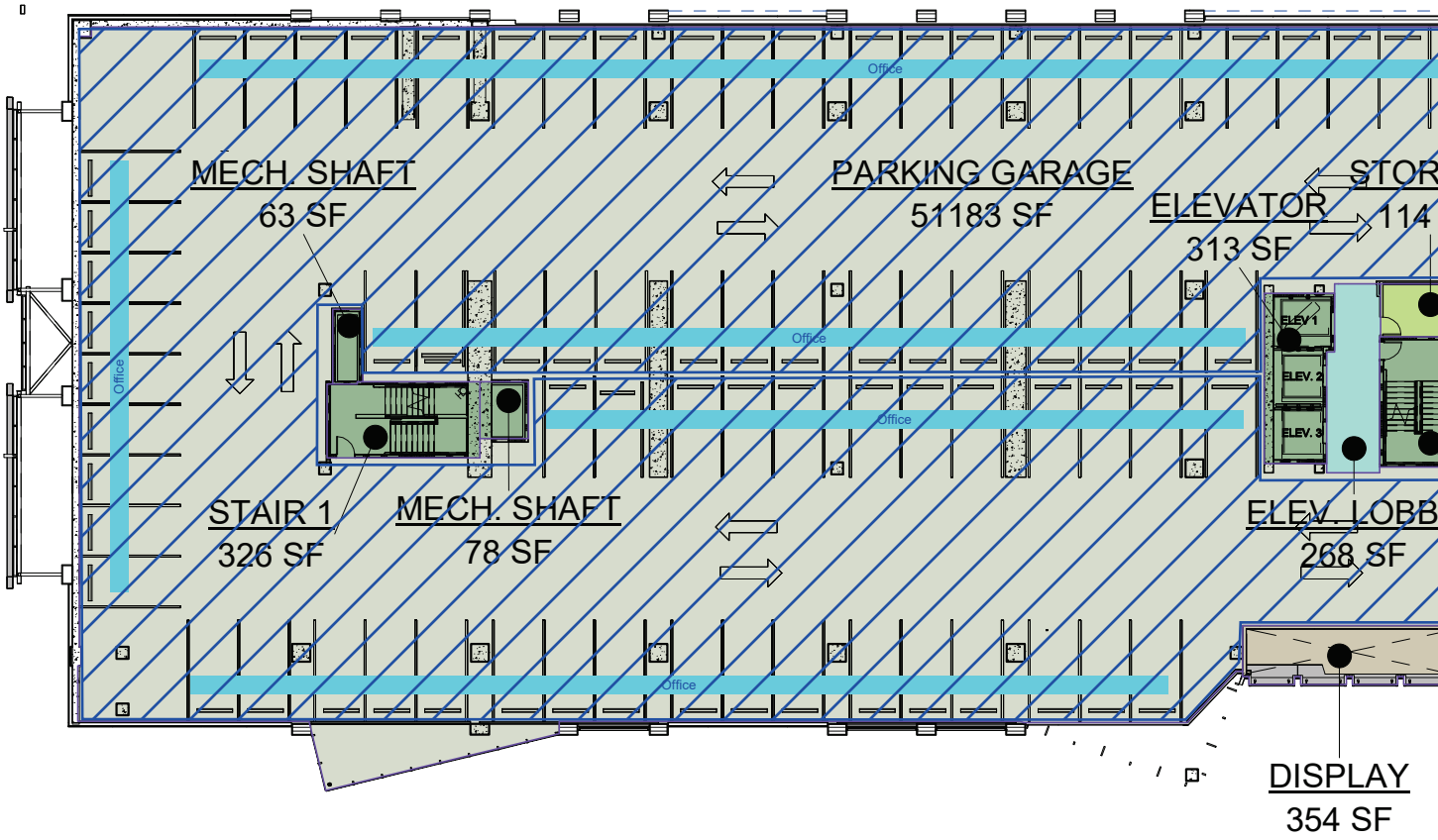
Office = 220 stalls
1st Level = 0
2nd Level = 78
3rd Level = 142

Level 2 Retail Parking:
(53) Total Stalls
(0) ADA
(TBD) EV Capable
(53) Standard

Level 2 Office Parking:
(78) Total Stalls
(0) ADA
(TBD) EV Capable
(78) Standard

Autodesk Docs://18.022.01 Millbrae Gateway Bldg 5A/Millbrae Gateway Bldg 5A-AR.rvt
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A-002	TITLE: SECOND LEVEL RETAIL & OFFICE PARKING PLAN
ISSUE DATE: 02/03/23	PROJECT: 166 Rollins Rd. Millbrae Ca., 94030 / OFFICE BUILDING 5A



Parking Summary

Retail = 65 stalls
1st Level = 12
2nd Level = 53
3rd Level = 0

Office = 220 stalls
1st Level = 0
2nd Level = 78
3rd Level = 142

Level 3 Retail Parking:
(0) Total Stalls
(0) ADA
(0) Standard

Level 3 Office Parking:
(142) Total Stalls
(0) ADA
(TBD) EV Capable
(142) Standard

Autodesk Docs://18.022.01 Millbrae Gateway Bldg 5A/Millbrae Gateway Bldg 5A-AR.rvt
2/3/2023 4:04:42 PM

A-003	TITLE: THIRD LEVEL RETAIL & OFFICE PARKING PLAN
ISSUE DATE: 02/03/23	PROJECT: 166 Rollins Rd. Millbrae Ca., 94030 / OFFICE BUILDING 5A

samTrans

Authorization to Purchase DHQ

Board of Directors – October 7, 2026

Image: Form4 Architecture

Background and Board History

April 2023 — **Dec 2023** — **Jun & Dec 2024** — **Sept 2026** — **Oct 2026**

Completed:

- District HQ (DHQ) cold shell built by Republic Urban, LLC (RU) in April 2023

Board Approved:

- Board approved a lease Agreement with option-to-purchase at $126.0M.

Sold:

- RU sold to SFIII Millbrae, LLC under Swift Real Estate Partners (Managing Entity/ Sponsor)
- December Board approved $37.6M for the office TIs, FF&E, move-in costs, security systems, PM/CM & other costs not covered by landlord

Judicial Determination:

- Declaratory relief filed with defendant SFIII Millbrae, LLC
- SamTrans seeks judicial clarification as to its rights and obligations governing purchase

Recommend:

- Authorize GM to Exercise Purchase Option at $126M, after 8 months of lease payments (effectively 10/1)

Property Details

- DHQ is located in a transit-oriented development at one of the largest intermodal stations in the western United States
- 99-year ground lease with BART

Address	166 N. Rollins Rd. Millbrae, CA (DHQ)
Total Rentable SF	~180,000
Office Rentable SF / Sublease Available	~157,000 / ~17,000 available office sublease (4th floor)
Retail Rentable SF / Available	~23,000 / ~15,000 available retail
Tenant & Other Improvements Costs not Covered by Landlord	~$37.6M approved for move-in costs, FF&E, security systems, PM/CM oversight, office space TIs, etc. ~$10.7M estimated for retail TIs (CBRE will provide marketing and cost plans)

Reasons to Execute Option to Purchase

Criteria	Purchase	Lease
Cost Benefit Savings (Net Cost of Ownership vs. Net Cost of Leasing over 30 years)	✓	✗
Occupancy-Cost Certainty (Avoids Rent Escalation, In-House maintenance)	✓	✗
Control of the Facility (Capital work, Security, Access)	✓	✗
Long-term Value (Appreciation)	✓	✗
Space Flexibility (Consolidate or Reconfigure Departments)	✓	✗
Revenue Opportunity on Retail	✓	✗
Revenue Opportunity on Surplus Office	✓	✓

Significant Estimated Cost Savings Over 30 Years

	Lease ($M)	Purchase ($M)
Lease & Property Management	($607)	($41)
Operating Cost & Commissions	($213)	($228)
Capital Reserve	($2)	($46)
Rental Revenue	$198	$272
Debt Service	-	($276)
Total Cost	**($624)**	**($319)**
Present Value Cost (3.35%)	**($360)**	**($201)**

*Assumes acquiring the DHQ in January 2027
** Debt Service in the Purchase scenario includes cost of purchase and tenant improvements

How Are We Financing?

- Proposing 30-year variable rate tax-exempt bond issuance of $175.2M
- Covers cost of purchase and all completed and prospective tenant improvements
- Present value analysis shows significant savings versus continued leasing over 30 years
- Average annual debt service of $9.4M
- Due diligence and closing costs for building purchase (TBD - Est. $150k+) not included. Closing prorations also TBD.
- Fully tax-exempt bond issuance can be achieved by substituting eligible SamTrans capital projects for private business use portion of DHQ costs (normally taxable)

	Project Costs ($M)
Governmental use: ~79% of building and improvements	$132.4
Private business use: ~21% of building and improvements	$41.9
Financing costs (excludes building due diligence & closing costs for purchase)	$0.9
Total	**$175.2**

Closing Timeline Under Agreement (PSA)

The PSA provides a 90-day acquisition process to closing that assumes Seller cooperation.

Date of Performance	Event
Effective Date of PSA (TBD)	Due diligence period commences on Effective Date of PSA. Pending cooperation with Seller.
3 Business Days after Effective Date	$3,780,000 deposit to Escrow Agent
60 days after Effective Date	Due diligence deadline
3 business days prior to Closing Date	Seller may extend Closing for a period not to exceed 30 days if BART consent to assign ground lease is not obtained
Last business day prior to Closing Date	Seller & Buyer's deadline to deliver respective closing deliverables pursuant to Section 7.3
30 days after expiration of Due Diligence Period	Closing must occur on or prior to the Purchase Option Expiration Date

Recommendations and Next Steps

- Authorize CEO to exercise option to purchase DHQ for $126 million, contingent upon no significant due diligence findings
- Conduct preliminary due diligence: 1) Appraisal, 2) Environmental studies and physical condition report, 3) Preliminary title report, 4) Survey, 5) Estoppel certification process, 6) Building operations budget and historical financial record
- Finance will secure bond financing ($175.2 million, 30 years, variable rate)
- Finance will refine DHQ pro formas
- CBRE engaged in leasing and marketing plan for retail and sublease office spaces

San Mateo County Transit District
Staff Report

To: Finance Committee

Through: April Chan, General Manager/CEO

From: Nathaniel D. Kramer, Chief People Officer

Subject: **Correcting Salary Ordinances Nos. 107, 108, 109, 110, and 111 in Compliance with California Public Employees Retirement System Requirement for Publicly Available Pay Schedules**

Action

Staff proposes the Finance Committee recommend the Board of Directors (Board) adopt a resolution correcting the salary schedules attached to Salary Ordinances Nos. 107, 108, 109, 110, and 111 by as adding that the stated salaries are annual salaries, as shown on Exhibits A through E. The amendments, which would be effective as of the respective original effective dates of those ordinances and are proposed solely to revise and preserve the San Mateo County Transit District's (SamTrans' or District's) publicly available pay schedules in compliance with California Public Employees' Retirement System (CalPERS) requirements.

Significance

The District establishes employee compensation through salary ordinances adopted by the Board at public meetings. The District's salary ordinances establish its salary structure and classifications, including pay ranges applicable to District positions.

In a recent review of a retiree's salary for calculating retirement benefits, CalPERS cited that our salary ordinances are not in compliance with CalPERS rules under Title 2 of the California Code of Regulations (CCR) § 570.5(a)(4), which states that a publicly available pay schedule must explicitly show the time base for every position, such as whether the pay rate is hourly, daily, bi-weekly, monthly, bi-monthly, or annual, among other requirements.

To bring our ordinances in compliance with CalPERS requirements, we are proposing Board adoption of revised salary schedules for Salary Ordinances Nos. 107-111 with clerical corrections to clarify that our pay bands are annual rates, in accordance with state law.

Budget Impact

There is no fiscal impact associated with this action. The proposed corrections do not authorize a salary increase, modify any employee's salary, create or eliminate a position, change a classification, or alter a labor agreement. Rather, they will maintain the applicable historical pay schedules to support the District's CalPERS compensation-reporting compliance.

Background

CalPERS requires participating employers to maintain publicly available pay schedules for purposes of determining a member's reportable pay rate and compensation earnable. Under 2 CCR § 570.5, a compliant publicly available pay schedule must, among other requirements:

- Be duly approved and adopted by the employer's governing body in accordance with applicable public-meeting laws;
- Identify the title of each position;
- State the pay rate for each position; whether the pay rate is hourly, daily, bi-weekly, monthly, bi-monthly, or annual;
- Identify the applicable time base including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- State an effective date and any revision date;
- Be available for public inspection, including through the employer's website or office;
- Be retained for public inspection for at least five years; and
- Be disclosed directly, rather than in reference to another document.

The District's historical salary ordinances were adopted in public meetings and intended to establish its applicable compensation structure and position classifications. During an audit for a recent retiree's annuity benefit, CalPERS identified a need to correct the salary schedules associated with Salary Ordinances No's. 107 through 111 by clarifying that the pay bands are paid at an annual basis.

Prepared By: Juliet Nogales-DeGuzman Director, Human Resources 650-622-2390

ATTACHMENTS

Proposed Ordinance Correcting Salary Ordinances Nos. 107–111
Exhibit A — Revised Publicly Available Pay Schedule for Salary Ordinance No. 107
Exhibit B — Revised Publicly Available Pay Schedule for Salary Ordinance No. 108
Exhibit C — Revised Publicly Available Pay Schedule for Salary Ordinance No. 109
Exhibit D — Revised Publicly Available Pay Schedule for Salary Ordinance No. 110
Exhibit E — Revised Publicly Available Pay Schedule for Salary Ordinance No. 111

Resolution No. 2026 -

Board of Directors, San Mateo County Transit District
State of California

*** * ***

Correcting Salary Ordinances Nos. 107, 108, 109, 110, and 111 in Compliance with California Public Employees Retirement System Requirement for Publicly Available Pay Schedules

Whereas, the San Mateo County Transit District (District) establishes employee compensation through salary ordinances adopted by the Board of Directors (Board) at public meetings to establish the District's salary structure and classifications; and

Whereas, the California Public Employees' Retirement System (CalPERS) requires participating employers to maintain a publicly available pay schedule for purposes of determining a member's reportable pay rate and earnable compensation; and

Whereas, Title 2 of the California Code of Regulations, Section 570.5, requires, among other things, that a publicly available pay schedule identify the title of each position, state the pay rate and applicable time base, state an effective date and any revision date, be duly approved and adopted by the employer's governing body in accordance with applicable public-meeting laws, and be available for public inspection; and

Whereas, during a review of a retiree's salary for purposes of calculating retirement benefits, CalPERS identified that the salary schedules associated with Salary Ordinances Nos. 107, 108, 109, 110, and 111 should expressly identify the pay bands as annual rates; and

Whereas, the District's historical salary ordinances were adopted at public meetings and were intended to establish the applicable compensation structure and position classifications; and

Whereas, the revised historical salary schedules attached hereto as Exhibits A through E clarify the annual time base for the pay bands associated with Salary Ordinances Nos. 107, 108, 109, 110, and 111, respectively; and

Whereas, this action is corrective and administrative in nature only, and does not authorize a salary increase, modify any employee's salary, create or eliminate any position, change any classification, or alter any labor agreement.

Now, Therefore, Be It Resolved by the Board of Directors of the San Mateo County Transit District as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. The Board approves and adopts the revised historical publicly available pay schedules attached hereto as Exhibits A through E, corresponding to Salary Ordinances Nos. 107, 108, 109, 110, and 111, respectively.

3. The schedules approved by this Resolution shall be effective as of the respective original effective dates of the corresponding Salary Ordinances and shall bear a revision date of October 7, 2026, solely to clarify and preserve the District's publicly available pay schedules in compliance with CalPERS requirements.

4. The General Manager/CEO, Chief People Officer, and their designees are authorized and directed to take all actions necessary or appropriate to implement this Resolution, including maintaining the revised historical salary schedules for public inspection and providing them to CalPERS as needed.

5. This Resolution does not modify compensation, classifications, positions, or labor agreements, and does not otherwise change the substantive terms of Salary Ordinances Nos. 107, 108, 109, 110, or 111.

Regularly passed and adopted this 7th day of October, 2026 by the following vote:

Ayes:

Noes:

Absent:

_____
Chair, San Mateo County Transit District

Attest:

_____
District Secretary

EXHIBIT "A"

SALARY PAY STRUCTURE
Salary Ordinance 107

EFFECTIVE JULY 1, 2021
REVISED OCTOBER 7, 2026

Grade	Annual Pay Range Minimum	Annual Pay Range Midpoint	Annual Pay Range Maximum	Range Width	% Interval between Pay Grade Midpoints
11	$49,063	$65,885	$82,707	68.6%	14.5%
12	$54,279	$71,723	$89,167	64.3%	8.9%
13	$60,049	$76,772	$93,495	55.7%	7.0%
14	$66,432	$83,937	$101,441	52.7%	9.3%
15	$73,494	$91,867	$110,241	50.0%	9.4%
16	$81,306	$101,633	$121,960	50.0%	10.6%
17	$89,949	$112,437	$134,924	50.0%	10.6%
18	$99,511	$124,389	$149,267	50.0%	10.6%
19	$110,089	$137,612	$165,134	50.0%	10.6%
20	$121,792	$152,240	$182,688	50.0%	10.6%
21	$134,739	$168,423	$202,108	50.0%	10.6%
22	$149,062	$186,327	$223,592	50.0%	10.6%
23	$164,907	$206,134	$247,361	50.0%	10.6%
24	$182,437	$228,046	$273,655	50.0%	10.6%
25	$201,830	$252,288	$302,745	50.0%	10.6%
26	$223,285	$279,107	$334,928	50.0%	10.6%

Table of District Position Classifications (Ord. 107 effective 07/01/2021; revised 10/07/2026)

Job Title	Authorized Positions	FTE Offloads (a)	Pay Grade	Annual Salary Range	
Accessibility Coordinator	1		17	89,949	134,924
Accessibility Specialist	1		13	60,049	93,495
Accountant II	18	8	16	81,306	121,960
Accountant III	7	4	18	99,511	149,267
Accounting Specialist	4	1	12	54,279	89,167
ADA Coordinator	1	1	17	89,949	134,924
Administrative Analyst II	3	1	16	81,306	121,960
Administrative Analyst III	3	1	18	99,511	149,267
Administrative Support Specialist	5	1	12	54,279	89,167
Assistant District Secretary	2	2	15	73,494	110,241
Assistant Manager, Bus Maintenance	2		18	99,511	149,267
Assistant Manager, Bus Transportation	2		18	99,511	149,267
Assistant Manager, Employee Relations	1		18	99,511	149,267
Assistant Manager, Facilities Maintenance	1		18	99,511	149,267
Assistant Manager, Transit Operations Training	1		18	99,511	149,267
Assistant Project Manager	1		17	89,949	134,924
Budget Analyst II	1	1	16	81,306	121,960
Budget Analyst III	6	5	18	99,511	149,267
Business Systems Analyst II	1		16	81,306	121,960
Business Systems Analyst III	2		19	110,089	165,134
Business to Business (B2B) Development Analyst	1		17	89,949	134,924
Chief Administrative Officer	1		25	201,830	302,745
Chief Communications Officer	1		25	201,830	302,745
Chief Financial Officer	1		25	201,830	302,745
Chief Officer, Planning, Grants, and Transportation Authority	1	1	25	201,830	302,745
Chief Operating Officer, Bus	1		25	201,830	302,745
Civil Rights Administrator/Ivestigator	1		18	99,511	149,267
Civil Rights Analyst	1	1	15	73,494	110,241
Claims Specialist	1	1	15	73,494	110,241
Contract Administrator	4	3	18	99,511	149,267
Customer Experience Information Specialist	1		14	66,432	101,441
Customer Experience Specialist	2	2	12	54,279	89,167
Customer Relations Specialist	2		12	54,279	89,167
Data Analyst - Fare Programs	1	1	15	73,494	110,241
Database Administrator	1		18	99,511	149,267
Database Architect	1		19	110,089	165,134
DBE Admininstrator	1	1	18	99,511	149,267
Deputy Chief Financial Officer**	1		24	182,437	273,655
Deputy Chief, Communications	1		24	182,437	273,655
Deputy Director, Intelligent Transportation Systems (ITS)	1		22	149,062	223,592
Deputy Director, Safety and Security	2	2	22	149,062	223,592
Deputy Director, Transportation Authority Program	1	1	22	149,062	223,592
Deputy General Manager/CEO***	1		26	223,285	334,928

Table of District Position Classifications (Ord. 107 effective 07/01/2021; revised 10/07/2026)

Job Title	Authorized Positions	FTE Offloads (a)	Pay Grade	Annual Salary Range	
Designer	1	1	15	73,494	110,241
Director, Budgets and Financial Analysis	1		23	164,907	247,361
Director, Bus Maintenance	1		23	164,907	247,361
Director, Bus Transportation	1		23	164,907	247,361
Director, Contracts and Procurement	1		23	164,907	247,361
Director, Customer Experience	1	1	23	164,907	247,361
Director, Facilities Maintenance	1		23	164,907	247,361
Director, Government and Community Affairs	1	1	23	164,907	247,361
Director, Grants and Fund Management	1	1	23	164,907	247,361
Director, Human Resources	1		23	164,907	247,361
Director, Marketing and Market Research	1	1	23	164,907	247,361
Director, Planning	1		23	164,907	247,361
Director, Real Estate and Development	1	1	23	164,907	247,361
Director, Safety and Security	1	1	23	164,907	247,361
Director, Transportation Authority Program	1	1	23	164,907	247,361
Director, Treasury	1		23	164,907	247,361
Distribution Clerk	2	2	11	49,063	82,707
Distribution Coordinator	1		15	73,494	110,241
Executive Assistant II	3	1	14	66,432	101,441
Executive Assistant III	1		15	73,494	110,241
Executive Officer, Civil Rights, Employee Relations, and Human Resources	1		24	182,437	273,655
Executive Officer, District Secretary, Executive Administration	1		21	134,739	202,108
Executive Officer, Information Technology and Telecommunications	1		24	182,437	273,655
Facilities Project Engineer	1	1	19	110,089	165,134
General Manager/CEO	1		GM	298,168	
Government and Community Relations Coordinator	3	3	18	99,511	149,267
Grants Analyst	1	1	18	99,511	149,267
Graphic Specialist	1		12	54,279	89,167
Human Resources Analyst	6		15	73,494	110,241
Human Resources Specialist	7		12	54,279	89,167
Information Technology (IT) Administrative Analyst III	3		18	99,511	149,267
Information Technology (IT) Analyst II	4		16	81,306	121,960
Information Technology (IT) Analyst III	1		17	89,949	134,924
Information Technology (IT) System Administrator I	3		14	66,432	101,441
Insurance and Claims Administrator	1	1	18	99,511	149,267
Intelligent Transportation Systems (ITS) Administrator	1		17	89,949	134,924
Intelligent Transportation Systems (ITS) Analyst	1		17	89,949	134,924
Intelligent Transportation Systems (ITS) Senior Technician	2		16	81,306	121,960
Internal Communications Specialist	1		14	66,432	101,441
Inventory Specialist	1		14	66,432	101,441
Labor Compliance Administrator	1	1	18	99,511	149,267

Table of District Position Classifications (Ord. 107 effective 07/01/2021; revised 10/07/2026)

Job Title	Authorized Positions	FTE Offloads (a)	Pay Grade	Annual Salary Range	
Maintenance Contract Administrator	2		18	99,511	149,267
Manager, Accessible Transit Services	1		20	121,792	182,688
Manager, Budgets	3	2	20	121,792	182,688
Manager, Bus Contracts	1		19	110,089	165,134
Manager, Bus Maintenance	2		19	110,089	165,134
Manager, Bus Transportation	2		19	110,089	165,134
Manager, Capital Projects and Environmental Planning	1	1	20	121,792	182,688
Manager, Civil Rights Programs	1		19	110,089	165,134
Manager, Communications	1	1	19	110,089	165,134
Manager, Customer Service	1		19	110,089	165,134
Manager, Digital Communications	1	1	19	110,089	165,134
Manager, Employee Relations	1		21	134,739	202,108
Manager, Facilities Maintenance	1		19	110,089	165,134
Manager, Fare Program Operations	1	1	20	121,792	182,688
Manager, Financial Planning and Analysis	1	1	20	121,792	182,688
Manager, Financial Reporting	1		21	134,739	202,108
Manager, Governement and Community Affairs	1		20	121,792	182,688
Manager, Grants and Capital Accounting	1	1	20	121,792	182,688
Manager, Information Technology and Telecommunications	3		20	121,792	182,688
Manager, Market Research and Development	1	1	20	121,792	182,688
Manager, Marketing Outreach	1	1	20	121,792	182,688
Manager, Materials and Inventory Control	1		19	110,089	165,134
Manager, Operations Planning, Bus	1		20	121,792	182,688
Manager, Organizational Development and Talent Management	1		21	134,739	202,108
Manager, Payroll	1		21	134,739	202,108
Manager, Procurement	2		20	121,792	182,688
Manager, Real Estate - Capital Project Support	1	1	20	121,792	182,688
Manager, Revenue Management	1		20	121,792	182,688
Manager, Safety and Security	1	1	19	110,089	165,134
Manager, TA Fund Programming and Monitoring	1	1	20	121,792	182,688
Manager, Talent Acquisition and Total Compensation	1		20	121,792	182,688
Manager, Transit Operations Training	1		19	110,089	165,134
Manager, Transit Oriented Development	1		20	121,792	182,688
Manager, Treasury Operations	1		20	121,792	182,688
Market Research and Development Analyst	1		16	81,306	121,960
Market Research and Development Specialist	1	1	14	66,432	101,441
Marketing Outreach Coordinator	1		16	81,306	121,960
Marketing Promotions Specialist	1	1	14	66,432	101,441
Mobility Project Coordinator	1		17	89,949	134,924
Mulit-Media Specialist	1	1	14	66,432	101,441
Network Administrator	1		18	99,511	149,267

Table of District Position Classifications (Ord. 107 effective 07/01/2021; revised 10/07/2026)

Job Title	Authorized Positions	FTE Offloads (a)	Pay Grade	Annual Salary Range	
Network Administrator III	1		19	110,089	165,134
Network Specialist	1		14	66,432	101,441
Office Assistant	4		11	49,063	82,707
Operations Contract Analyst	3	1	16	81,306	121,960
Operations Cost Analyst	1	1	18	99,511	149,267
Payroll Specialist	1		13	60,049	93,495
Planning Administrator	4	2	19	110,089	165,134
Planning Analyst II	4		16	81,306	121,960
Planning Analyst III	3		17	89,949	134,924
Procurement Administrator I	1		15	73,494	110,241
Procurement Administrator II	9	4	17	89,949	134,924
Procurement Administrator III	4	2	19	110,089	165,134
Procurement Specialist	1		14	66,432	101,441
Project Manager*	3	3	19	110,089	165,134
Public Affairs Specialist	4	4	14	66,432	101,441
Rail Safety Coordinator	2	1	18	99,511	149,267
Real Estate Administrator	2	2	19	110,089	165,134
Real Estate Specialist	1	1	14	66,432	101,441
Safety and Security Assistant	1		12	54,279	89,167
Safety and Security Data Analyst	1	1	16	81,306	121,960
Safety Coordinator	1		16	81,306	121,960
Safety Engineer	1	1	18	99,511	149,267
Scheduling Specialist	1		12	54,279	89,167
Senior Operations Financial Analyst	1		19	110,089	165,134
Senior Project Manager	1		20	121,792	182,688
Social Media Specialist	1		14	66,432	101,441
Supervisor, Customer Service	1		15	73,494	110,241
Supervisor, Shared Employee Services	1		18	99,511	149,267
Supervisor, Payroll	1		18	99,511	149,267
Supervisor, Talent Acquisition	1		18	99,511	149,267
Surveyor	1	1	18	99,511	149,267
Systems Administrator III	1		19	110,089	165,134
Systems Software Analyst	2		19	110,089	165,134
Telecommunications Specialist	1		17	89,949	134,924
Transit Asset Management Analyst	1		17	89,949	134,924
Warranty Analyst	1		14	66,432	101,441
Web Developer	1		15	73,494	110,241

Notes:

a level of compensation reflective of the competitiveness of the marketplace.

Table of Caltrain Position Classifications (Ord. 107 effective 07/01/2021; revised 10/07/2026)

Job Title	Authorized Positions	FTE Offloads (a)	Pay Grade	Annual Salary Range	
Administrative Analyst II	2	2	16	81,306	121,960
Administrative Analyst III	1	1	18	99,511	149,267
Administrative Support Specialist	2	2	12	54,279	89,167
Budget Analyst III	2	2	18	99,511	149,267
CAD Technician	1	1	14	66,432	101,441
Chief of Staff	1	1	25	201,830	302,745
Chief Officer, Caltrain Modernization Program	1	1	25	201,830	302,745
Chief Operating Officer, Rail	1	1	25	201,830	302,745
Construction Liaison Manager	1	1	17	89,949	134,924
Contract Administrator	2	2	18	99,511	149,267
Cost Estimator	1	1	18	99,511	149,267
Cyber Security Analyst	1	1	18	99,511	149,267
Deputy Chief Officer, CalMod Program Delivery	1	1	24	182,437	273,655
Deputy Chief, Caltrain Planning	1	1	24	182,437	273,655
Deputy Chief, Rail Business	1	1	24	99,511	149,267
Deputy Chief, Rail Development**	1	1	24	182,437	273,655
Deputy Chief, Rail Operations	1	1	24	182,437	273,655
Deputy Director, Capital Program Delivery	1	1	22	149,062	223,592
Deputy Director, Capital Program Planning	1	1	22	149,062	223,592
Deputy Director, Policy Development	1	1	22	149,062	223,592
Deputy Director, Program Management and Environmental Compliance	2	2	22	149,062	223,592
Deputy Director, Project Controls	1	1	22	149,062	223,592
Deputy Director, Project Delivery	1	1	22	149,062	223,592
Deputy Director, Quality Assurance & Standards	1	1	22	149,062	223,592
Deputy Director, Rail Infrastructure Engineering	1	1	22	149,062	223,592
Deputy Director, Rail Vehicle Maintenance	1	1	22	149,062	223,592
Deputy Director, Railroad Systems Engineering*	1	1	22	149,062	223,592
Deputy Director, Transit Oriented Development (TOD) & Real Estate	1	1	22	149,062	223,592
Director, Capital Program Delivery	1	1	23	164,907	247,361
Director, Capital Program Management	1	1	23	164,907	247,361
Director, Engineering*	1	1	23	164,907	247,361
Director, Rail Contracts and Budget	1	1	23	164,907	247,361
Director, Rail Maintenance	1	1	23	164,907	247,361
Director, Rail Network and Operations Planning	1	1	23	164,907	247,361
Director, Rail Operations*	1	1	23	164,907	247,361
Director, Rail Program Integration	1	1	23	164,907	247,361
Director, Special Projects and Initiatives	1	1	23	164,907	247,361
Director, Systemwide and Caltrain Planning	1	1	23	164,907	247,361
Document Controls Specialist	1	1	12	54,279	89,167
Engineer II	2	2	18	99,511	149,267
Engineer III*	11	11	19	110,089	165,134
Executive Assistant II	1	1	14	66,432	101,441
GIS Administrator/Analyst	1	1	18	99,511	149,267

Table of Caltrain Position Classifications (Ord. 107 effective 07/01/2021; revised 10/07/2026)

Job Title	Authorized Positions	FTE Offloads (a)	Pay Grade	Annual Salary Range	
Manager, Budgets	1	1	20	121,792	182,688
Manager, Caltrain Planning	1	1	20	121,792	182,688
Manager, Configuration Management	1	1	20	121,792	182,688
Manager, Construction Services	1	1	21	134,739	202,108
Manager, Cost Control	1	1	20	121,792	182,688
Manager, Engineering	3	3	21	134,739	202,108
Manager, Engineering, Traction and Power*	1	1	20	121,792	182,688
Manager, Facility Engineering	1	1	20	121,792	182,688
Manager, Maintenance Rail Equipment	1	1	20	121,792	182,688
Manager, Project Controls	1	1	20	121,792	182,688
Manager, Project Estimates	1	1	20	121,792	182,688
Manager, Project Schedules	1	1	20	121,792	182,688
Manager, Quality Control/Auditor	1	1	20	121,792	182,688
Manager, Rail Compliance	1	1	20	121,792	182,688
Manager, Rail Contracts and Budget	3	3	20	121,792	182,688
Manager, Rail Network Engineering	1	1	20	121,792	182,688
Manager, Rail Operations	2	2	19	110,089	165,134
Manager, Rail Operations Planning	1	1	20	121,792	182,688
Manager, Records Management	1	1	19	110,089	165,134
Manager, Signal and Crossing	1	1	20	121,792	182,688
Manager, Standards and Procedures	1	1	20	121,792	182,688
Manager, Stations and Communications Maintenance	1	1	19	110,089	165,134
Manager, Technology Research & Development	1	1	20	121,792	182,688
Manager, Third Party Projects	1	1	20	121,792	182,688
Manager, Train Control Systems*	1	1	20	121,792	182,688
Manager, Transportation Communications (Rail)	1	1	20	121,792	182,688
Manager, Utility	1	1	20	121,792	182,688
Network Administrator II, Rail	1	1	18	99,511	149,267
Office Assistant	1	1	11	49,063	82,707
Operations Contract Analyst	1	1	16	81,306	121,960
Planning Administrator	7	7	19	110,089	165,134
Planning Analyst II	1	1	16	81,306	121,960
Planning Analyst III	1	1	17	89,949	134,924
Process Coordinator, Standards and Procedure	1	1	18	99,511	149,267
Program Management Administrator, CalMod	1	1	18	99,511	149,267
Project Controls Administrator	1	1	19	110,089	165,134
Project Controls Analyst II	1	1	16	81,306	121,960
Project Controls Specialist III	1	1	18	99,511	149,267
Project Manager*	6	6	19	110,089	165,134
Rail Liaison	1	1	18	99,511	149,267
Rail Vehicle Maintenance Program Administrator	1	1	19	110,089	165,134
Senior Project Manager*	6	6	20	121,792	182,688
Senior Project Specialist	1	1	18	99,511	149,267
Talent Management Analyst (Rail)	1	1	18	99,511	149,267
Utility Coordinator	1	1	18	99,511	149,267

Table of Caltrain Position Classifications (Ord. 107 effective 07/01/2021; revised 10/07/2026)

Job Title	Authorized Positions	FTE Offloads (a)	Pay Grade	Annual Salary Range

Notes:

*Market conditions require that certain positions be regarded as highly competitive to attract employees and must be provided a level of compensation reflective of the competitiveness of the marketplace.

** Position added effective June 1, 2020.

(a) The expenses associated with 221 positions are 50% or more funded in the District's Capital Budget and/or JPB's and TA's Operating and Capital Budgets.

Table of Represented Position Classifications (Ord. 107 effective 07/01/2021; revised 10/07/2026)

Job Title	Authorized Positions	FTE Offloads (a)	Class	Salary Range
Bus Contracts Inspector	3		IBT2	C
Bus Operator (full-time/part-time)(b)	348		ATU1	C
Bus Operator Trainee	as needed		ATU1	$25.00 hour
Bus Transportation Supervisor	14		IBT1	C
Customer Service Representative 2	2		ATU2	C
Customer Service Representative 1 (extra-help)	8		ATU2	C
Customer Service Representative 1 (full-time)	8		ATU2	C
Customer Service Representative 1 (part-time)	4		ATU2	C
Dispatcher	4		IBT1	C
Facilities Technician	5		IBT5	C
Maintenance Instructor	2		IBT4	C
Maintenance Supervisor	8		IBT4	C
Mechanic "A"	34		ATU1	C
Mechanic "B"	19		ATU1	C
Mechanic "C"	11		ATU1	C
Radio Controller	3		IBT1	C
Receptionist	1		ATU2	C
Storeskeeper	7		ATU1	C
Transit Instructor	5		IBT3	C
Utility Maintenance Supervisor	2		IBT4	C
Utility Worker	29		ATU1	C

Notes:

(a) The expenses associated with 221 positions are 50% or more funded in the District's Capital Budget and/or JPB's and TA's Operating and Capital Budgets.

(b) Part-time operators shall not exceed 17 percent of the total number of operators, in accordance with the current Amalgamated Transit Union (ATU1) Collective Bargaining Agreement.

(c) Wages established in accordance with the Collective Bargaining Agreements with the Amalgamated Transit Union, Local 1574 (ATU1 - Bus Operators and Maintenance Employee Unit and ATU2 - Customer Service Unit) and the International Brotherhood of Teamsters, Local 856 (IBT1 - Bus Transportation Supervisory Unit, IBT2 - Bus Contracts Inspector Unit, IBT3 - Transit Instructor Unit, IBT4 - Maintenance Supervisor Unit, and IBT5 - Facilities Technician Unit).

EXHIBIT "B"

SALARY PAY STRUCTURE
Effective 12/07/2022
Revised 10/07/2026

Grade	Annual Pay Range Minimum	Annual Pay Range Midpoint	Annual Pay Range Maximum	Range Width	% Interval between Pay Grade Midpoints
11	$49,063	$65,885	$82,707	68.6%	14.5%
12	$54,279	$71,723	$89,167	64.3%	8.9%
13	$60,049	$76,772	$93,495	55.7%	7.0%
14	$66,432	$83,937	$101,441	52.7%	9.3%
15	$73,494	$91,867	$110,241	50.0%	9.4%
16	$81,306	$101,633	$121,960	50.0%	10.6%
17	$89,949	$112,437	$134,924	50.0%	10.6%
18	$99,511	$124,389	$149,267	50.0%	10.6%
19	$110,089	$137,612	$165,134	50.0%	10.6%
20	$121,792	$152,240	$182,688	50.0%	10.6%
21	$134,739	$168,423	$202,108	50.0%	10.6%
22	$149,062	$186,327	$223,592	50.0%	10.6%
23	$164,907	$206,134	$247,361	50.0%	10.6%
24	$182,437	$228,046	$273,655	50.0%	10.6%
25	$201,830	$252,288	$302,745	50.0%	10.6%
26	$223,285	$279,107	$334,928	50.0%	10.6%

Table of District Position Classifications (Ord. 108 effective 12/07/2022; revised 10/07/2026)

Job Title	Authorized Positions	Pay Grade	Annual Salary Range	
Accessibility Coordinator	1	17	89,949	134,924
Accessibility Specialist	1	13	60,049	93,495
Accountant II	15	16	81,306	121,960
Accountant III	7	18	99,511	149,267
Accounting Specialist	2	12	54,279	89,167
Accounting Technician	1	12	54,279	89,167
ADA Coordinator	1	17	89,949	134,924
Administrative Analyst II	3	16	81,306	121,960
Administrative Analyst III	3	18	99,511	149,267
Administrative Support Specialist	9	12	54,279	89,167
Assistant District Secretary	2	15	73,494	110,241
Assistant Manager, Bus Maintenance	2	19	110,089	165,134
Assistant Manager, Bus Transportation	3	18	99,511	149,267
Assistant Manager, Facilities Maintenance	1	18	99,511	149,267
Assistant Manager, Transit Operations Training	1	18	99,511	149,267
Assistant Project Manager	1	17	89,949	134,924
Budget Analyst II	2	16	81,306	121,960
Budget Analyst III	4	18	99,511	149,267
Business Intelligence Analyst III	1	18	99,511	149,267
Business Systems Analyst II	1	16	81,306	121,960
Business Systems Analyst III	3	19	110,089	165,134
Business to Business (B2B) Development Specialist	1	12	54,279	89,167
Chief Communications Officer	1	25	201,830	302,745
Chief Financial Officer	1	25	201,830	302,745
Chief Information and Technology Officer	1	25	201,830	302,745
Chief Officer, Planning, Grants, and Transportation Authority	1	25	201,830	302,745
Chief Operating Officer, Bus	1	25	201,830	302,745
Chief People Officer	1	25	201,830	302,745
Civil Rights Analyst	1	15	73,494	110,241
Claims Specialist	1	15	73,494	110,241
Contract Administrator	5	18	99,511	149,267
Customer Experience Coordination	1	16	81,306	121,960
Customer Experience Information Specialist	1	14	66,432	101,441
Customer Experience Specialist	1	12	54,279	89,167
Customer Relations Specialist	2	12	54,279	89,167
Data Analyst - Fare Programs	1	17	89,949	134,924
Database Administrator	1	18	99,511	149,267
Database Architect	1	19	110,089	165,134
DBE Admininstrator	1	18	99,511	149,267
Deputy Chief Financial Officer	1	24	182,437	273,655
Deputy Chief, Bus Fleet/Facilities	1	24	182,437	273,655
Deputy Chief, Communications	1	24	182,437	273,655
Deputy Director, Civil Rights and DEI	1	22	149,062	223,592
Deputy Director, Intelligent Transportation Systems (ITS)	1	22	149,062	223,592
Deputy Director, Safety and Security	2	22	149,062	223,592
Deputy Director, Transportation Authority Program	1	22	149,062	223,592
Deputy District Secretary	1	20	121,792	182,688
Deputy General Manager/CEO	1	26	223,285	334,928

Table of District Position Classifications (Ord. 108 effective 12/07/2022; revised 10/07/2026)

Job Title	Authorized Positions	Pay Grade	Annual Salary Range	
Designer	1	15	73,494	110,241
Digital Communications Specialist	2	14	66,432	101,441
Director, Accounting	1	23	164,907	247,361
Director, Budgets and Financial Analysis	1	23	164,907	247,361
Director, Bus Maintenance	1	23	164,907	247,361
Director, Bus Transportation	1	23	164,907	247,361
Director, Contracts and Procurement	1	23	164,907	247,361
Director, Customer Experience	1	23	164,907	247,361
Director, Facilities Maintenance	1	23	164,907	247,361
Director, Financial Planning and Analysis	1	23	164,907	247,361
Director, Grants and Fund Management	1	23	164,907	247,361
Director, Human Resources	1	23	164,907	247,361
Director, Marketing and Market Research	1	23	164,907	247,361
Director, Planning	1	23	164,907	247,361
Director, Real Estate and Development	1	23	164,907	247,361
Director, Safety and Security	1	23	164,907	247,361
Director, Transportation Authority Program	1	23	164,907	247,361
Director, Treasury	1	23	164,907	247,361
Distribution Clerk	2	11	49,063	82,707
Distribution Coordinator	1	15	73,494	110,241
EEO Administrator	1	18	99,511	149,267
Employee Relations Administrator	1	18	99,511	149,267
Engineer III	3	19	110,089	165,134
Executive Assistant II	3	14	66,432	101,441
Executive Assistant III	1	15	73,494	110,241
Executive Officer, District Secretary, Executive Administration	1	21	134,739	202,108
Executive Officer, Transportation Authority	1	24	182,437	273,655
Facilities Project Engineer	1	19	110,089	165,134
Financial Analyst III	2	18	99,511	149,267
Financial Reporting Accountant	3	17	89,949	134,924
Government and Community Affairs Officers	5	18	99,511	149,267
Graphic Specialist	1	12	54,279	89,167
Human Resources Analyst	7	15	73,494	110,241
Human Resources Project Manager	1	19	110,089	165,134
Human Resources Specialist	6	12	54,279	89,167
Information Technology (IT) Administrative Analyst III	1	18	99,511	149,267
Information Technology (IT) Analyst II	4	16	81,306	121,960
Information Technology (IT) Analyst III	1	17	89,949	134,924
Information Technology (IT) Application Architect/Project Manager	1	20	121,792	182,688
Information Technology (IT) Security Architect II	1	20	121,792	182,688
Information Technology (IT) System Administrator I	3	14	66,432	101,441
Insurance and Claims Administrator	1	18	99,511	149,267
Intelligent Transportation Systems (ITS) Administrator	1	17	89,949	134,924
Intelligent Transportation Systems (ITS) Analyst	1	17	89,949	134,924
Intelligent Transportation Systems (ITS) Senior Technician	2	16	81,306	121,960
Internal Communications Specialist	1	14	66,432	101,441
Inventory Specialist	1	14	66,432	101,441
Labor Compliance Administrator	1	18	99,511	149,267

Table of District Position Classifications (Ord. 108 effective 12/07/2022; revised 10/07/2026)

Job Title	Authorized Positions	Pay Grade	Annual Salary Range	
Maanger, Creative SErvices	1	20	121,792	182,688
Maintenance Contract Administrator	2	18	99,511	149,267
Manager, Accessible Transit Services	1	20	121,792	182,688
Manager, Budgets	3	20	121,792	182,688
Manager, Bus Contracts	1	19	110,089	165,134
Manager, Bus Maintenance	2	20	121,792	182,688
Manager, Bus Transportation	2	19	110,089	165,134
Manager, Civil Rights Programs	1	20	121,792	182,688
Manager, Communications	1	19	110,089	165,134
Manager, Customer Service	1	19	110,089	165,134
Manager, Digital Communications	1	19	110,089	165,134
Manager, Employee Relations	1	21	134,739	202,108
Manager, Engineering (SamTrans)	1	21	134,739	202,108
Manager, Environmental Compliance	1	20	121,792	182,688
Manager, Facilities Maintenance	1	19	110,089	165,134
Manager, Fare Program Operations	1	20	121,792	182,688
Manager, Financial Planning and Analysis	1	20	121,792	182,688
Manager, Financial Reporting	1	21	134,739	202,108
Manager, Governement and Community Affairs	2	20	121,792	182,688
Manager, Grants and Capital Accounting	1	20	121,792	182,688
Manager, Grants and Fund Programmin	1	20	121,792	182,688
Manager, Human Resources	2	21	134,739	202,108
Manager, Information Technology (IT) and Telecommunications	2	20	121,792	182,688
Manager, Information Technology (IT) Infrastructure	1	21	134,739	202,108
Manager, Market Research and Development	1	20	121,792	182,688
Manager, Marketing Outreach	1	20	121,792	182,688
Manager, Materials and Inventory Control	1	19	110,089	165,134
Manager, Operations Planning, Bus	1	20	121,792	182,688
Manager, Payroll	1	21	134,739	202,108
Manager, Procurement	2	20	121,792	182,688
Manager, Programming and Monitoring	1	20	121,792	182,688
Manager, Real Estate Management and Capital Project Support	1	20	121,792	182,688
Manager, Revenue Management	1	20	121,792	182,688
Manager, Safety and Security	1	19	110,089	165,134
Manager, Strategic Development	1	19	110,089	165,134
Manager, Transit Operations Training	1	19	110,089	165,134
Manager, Transit Oriented Development	1	20	121,792	182,688
Manager, Treasury Operations	1	20	121,792	182,688
Market Research and Development Analyst	1	16	81,306	121,960
Marketing Promotions Specialist	1	14	66,432	101,441
Mobility Project Coordinator	1	17	89,949	134,924
Network Administrator II	2	18	99,511	149,267
Network Administrator III	1	19	110,089	165,134
Operations Contract Analyst	3	16	81,306	121,960
Planning Administrator	4	19	110,089	165,134
Planning Analyst II	2	16	81,306	121,960
Planning Analyst III	4	17	89,949	134,924
Principal Grants Analyst	1	19	110,089	165,134

Table of District Position Classifications (Ord. 108 effective 12/07/2022; revised 10/07/2026)

Job Title	Authorized Positions	Pay Grade	Annual Salary Range	
Procurement Administrator I	3	15	73,494	110,241
Procurement Administrator II	6	17	89,949	134,924
Procurement Administrator III	4	19	110,089	165,134
Procurement Specialist	1	14	66,432	101,441
Project Manager	3	19	110,089	165,134
Public Affairs Specialist	4	14	66,432	101,441
Real Estate Administrator	2	19	110,089	165,134
Real Estate Specialist	1	14	66,432	101,441
Safety and Security Assistant	1	12	54,279	89,167
Safety and Security Data Analyst	1	16	81,306	121,960
Safety Coordinator	1	16	81,306	121,960
Safety Engineer	1	18	99,511	149,267
Scheduling Specialist	1	12	54,279	89,167
Senior Applications Developer	1	19	110,089	165,134
Senior Network Engineer	1	19	110,089	165,134
Senior Operations Financial Analyst	1	19	110,089	165,134
Senior Payroll and Accounts Payable Specialist	1	13	60,049	93,495
Senior Project Manager	2	20	121,792	182,688
Senior Systems Engineer - MSAzu	1	19	110,089	165,134
Senior Systems Software Analyst	1	19	110,089	165,134
Social Media Specialist	1	14	66,432	101,441
Supervisor, Customer Service	1	15	73,494	110,241
Supervisor, Fare Programs Operations	1	18	99,511	149,267
Supervisor, Human Resources Shared Services	1	18	99,511	149,267
Supervisor, Payroll	1	18	99,511	149,267
Surveyor	1	18	99,511	149,267
Systems Administrator III	1	19	110,089	165,134
Systems Software Analyst	2	19	110,089	165,134
Telecommunications Specialist	1	17	89,949	134,924
Title VI Social Equity Administrator	1	18	99,511	149,267
Transit Asset Management Analyst	1	17	89,949	134,924
Warranty Analyst	1	14	66,432	101,441
Web Developer	1	15	73,494	110,241

Table of Caltrain Position Classifications (Ord. 108 effective 12/07/2022; revised 10/07/2026)

Job Title	Authorized Positions	Pay Grade	Annual Salary Range	
Administrative Analyst II	1	16	81,306	121,960
Administrative Analyst III	1	18	99,511	149,267
Administrative Support Specialist	6	12	54,279	89,167
Budget Analyst III	2	18	99,511	149,267
Business Operations Project Manager	1	19	110,089	165,134
CAD Technician	1	14	66,432	101,441
Chief of Staff	1	25	201,830	302,745
Chief Officer, Caltrain Modernization Program	1	25	201,830	302,745
Chief Operating Officer, Rail	1	25	201,830	302,745
Construction Liaison Manager	1	17	89,949	134,924
Contract Administrator	2	18	99,511	149,267
Cost Estimator	1	18	99,511	149,267
Cyber Security Analyst	1	18	99,511	149,267
Deputy Chief, Caltrain Planning	1	24	182,437	273,655
Deputy Chief, Rail Business	1	24	99,511	149,267
Deputy Chief, Rail Development	1	24	182,437	273,655
Deputy Chief, Rail Operations	1	24	182,437	273,655
Deputy Director, Caltrain Policy Development	1	22	149,062	223,592
Deputy Director, Capital Program Delivery	1	22	149,062	223,592
Deputy Director, Capital Program Planning	1	22	149,062	223,592
Deputy Director, Program Management and Environmental Compliance	2	22	149,062	223,592
Deputy Director, Project Controls	1	22	149,062	223,592
Deputy Director, Project Delivery	1	22	149,062	223,592
Deputy Director, Quality Assurance & Standards	1	22	149,062	223,592
Deputy Director, Rail Infrastructure Engineering	1	22	149,062	223,592
Deputy Director, Rail Vehicle Maintenance	1	22	149,062	223,592
Deputy Director, Railroad Systems Engineering	1	22	149,062	223,592
Deputy Director, Transit Oriented Development (TOD) & Real Estate	1	22	149,062	223,592
Director, Budgets and Financial Analysis	1	23	164,907	247,361
Director, Capital Program Delivery	1	23	164,907	247,361
Director, Capital Program Management	1	23	164,907	247,361
Director, Engineering	1	23	164,907	247,361
Driector, Government and Community Affairs	1	23	164,907	247,361
Director, Grants and Fund Management	1	23	164,907	247,361
Director, Rail Contracts and Budget	1	23	164,907	247,361
Director, Rail Maintenance	1	23	164,907	247,361
Director, Rail Network and Operations Planning	1	23	164,907	247,361
Director, Rail Operations	1	23	164,907	247,361
Director, Rail Program Integration	1	23	164,907	247,361
Director, Real Estate Development	1	23	164,907	247,361
Director, Special Projects and Initiatives	1	23	164,907	247,361
Director, Strategy and Policy	1	23	164,907	247,361
Director, Systemwide Planning and Policy	1	23	164,907	247,361
Document Controls Specialist	2	12	54,279	89,167
DTX Coordinator	1	18	99,511	149,267
Engineer II	5	18	99,511	149,267
Engineer III	19	19	110,089	165,134
Executive Assistant II	1	14	66,432	101,441

Table of Caltrain Position Classifications (Ord. 108 effective 12/07/2022; revised 10/07/2026)

Job Title	Authorized Positions	Pay Grade	Annual Salary Range	
Field Inspector/TAM	1	14	66,432	101,441
GIS Administrator/Analyst	1	18	99,511	149,267
Human Resources Business Partner (Rail)	1	19	110,089	165,134
Manager, Budgets	1	20	121,792	182,688
Manager, Caltrain Planning	1	20	121,792	182,688
Manager, Capital Projects and Environmental Planning	1	20	121,792	182,688
Manager, Configuration Management	1	20	121,792	182,688
Manager, Construction Services	1	21	134,739	202,108
Manager, Cost Control	1	20	121,792	182,688
Manager, Engineering	3	21	134,739	202,108
Manager, Engineering, Traction and Power	1	20	121,792	182,688
Manager, Facility Engineering	1	20	121,792	182,688
Manager, Maintenance Rail Equipment	1	20	121,792	182,688
Manager, Project Controls	1	20	121,792	182,688
Manager, Project Estimates	1	20	121,792	182,688
Manager, Project Schedules	1	20	121,792	182,688
Manager, PTC	1	20	121,792	182,688
Manager, Quality Control/Auditor	1	20	121,792	182,688
Manager, Rail Compliance	1	20	121,792	182,688
Manager, Rail Contracts and Budget	3	20	121,792	182,688
Manager, Rail Network Engineering	1	20	121,792	182,688
Manager, Rail Operations	2	19	110,089	165,134
Manager, Rail Operations Planning	1	20	121,792	182,688
Manager, Records Management	1	19	110,089	165,134
Manager, Signal and Crossing	1	20	121,792	182,688
Manager, Standards and Procedures	1	20	121,792	182,688
Manager, Stations and Communications Maintenance	1	19	110,089	165,134
Manager, Third Party Projects	1	20	121,792	182,688
Manager, Train Control Systems	1	20	121,792	182,688
Manager, Transportation Communications (Rail)	1	20	121,792	182,688
Manager, Utility	1	20	121,792	182,688
Manager, WAF Technology Research & Development	1	20	121,792	182,688
Network Administrator II, Rail	1	18	99,511	149,267
Operations Contract Analyst	1	16	81,306	121,960
Planning Administrator	10	19	110,089	165,134
Planning Analyst II	1	16	81,306	121,960
Planning Analyst III	1	17	89,949	134,924
Process Coordinator, Standards and Procedure	1	18	99,511	149,267
Program Management Administrator, CalMod	1	18	99,511	149,267
Project Controls Analyst II	3	16	81,306	121,960
Project Controls Aministrator	1	19	110,089	165,134
Project Manager	5	19	110,089	165,134
Rail Liaison	1	18	99,511	149,267
Rail Operations Analyst III	1	18	99,511	149,267
Rail Safety Coordinator	1	18	99,511	149,267
Rail Vehicle Maintenance Program Administrator	1	19	110,089	165,134
Senior Cost Engineer	1	19	110,089	165,134
Senior Project Manager	5	20	121,792	182,688

Table of Caltrain Position Classifications (Ord. 108 effective 12/07/2022; revised 10/07/2026)

Job Title	Authorized Positions	Pay Grade	Annual Salary Range	
Senior Project Specialist	1	18	99,511	149,267
Senior Rail Safety Officer	1	19	110,089	165,134
Utility Coordinator	1	18	99,511	149,267

Table of Represented Position Classifications (Ord. 108 effective 12/07/2022; revised 10/07/2026)

Job Title	Authorized Positions	Class	Salary Range
Bus Contracts Inspector	3	IBT2	a
Bus Operator (full-time/part-time)(b)	348	ATU1	a
Bus Operator Trainee	as needed	ATU1	$27.00 hour
Bus Transportation Supervisor	16	IBT1	a
Customer Service Representative 2	2	ATU2	a
Customer Service Representative 1 (extra-help)	8	ATU2	a
Customer Service Representative 1 (full-time)	8	ATU2	a
Customer Service Representative 1 (part-time)	4	ATU2	a
Dispatcher	4	IBT1	a
Facilities Technician	5	IBT5	a
Maintenance Instructor	2	IBT4	a
Maintenance Supervisor	8	IBT4	a
Mechanic "A"	34	ATU1	a
Mechanic "B"	19	ATU1	a
Mechanic "C"	11	ATU1	a
Radio Controller	3	IBT1	a
Receptionist	1	ATU2	a
Storeskeeper	7	ATU1	a
Transit Instructor	7	IBT3	a
Utility Maintenance Supervisor	2	IBT4	a
Utility Worker	29	ATU1	a

Notes:

(a) Wages established in accordance with the Collective Bargaining Agreements with the Amalgamated Transit Union, Local 1574 (ATU1 - Bus Operators and Maintenance Employee Unit and ATU2 - Customer Service Unit) and the International Brotherhood of Teamsters, Local 856 (IBT1 - Bus Transportation Supervisory Unit, IBT2 - Bus Contracts Inspector Unit, IBT3 - Transit Instructor Unit, IBT4 - Utility and Maintenance Supervisor and Maintenance Instructor Unit, and IBT5 - Facilities Technician Unit).

(b) Part-time operators shall not exceed 17 percent of the total number of operators, in accordance with the current Amalgamated Transit Union (ATU1) Collective Bargaining Agreement.

Table of General Manager and Executive Director Position Classifications (Ord. 108 effective 12/07/2022; revised 10/07/2026)

Job Title	Authorized Positions	Class	Annual Salary Range
General Manager/CEO	1	GM	350,000
Executive Director, Caltrain	1	ED	352,617

EXHIBIT "C"

SALARY PAY STRUCTURE
Effective 07/01/2023
Revised 10/07/2026

Grade	Annual Pay Range Minimum	Annual Pay Range Midpoint	Annual Pay Range Maximum	Range Width	% Interval between Pay Grade Midpoints
11	$49,063	$65,885	$82,707	68.6%	14.5%
12	$54,279	$71,723	$89,167	64.3%	8.9%
13	$60,049	$76,772	$93,495	55.7%	7.0%
14	$66,432	$83,937	$101,441	52.7%	9.3%
15	$73,494	$91,867	$110,241	50.0%	9.4%
16	$81,306	$101,633	$121,960	50.0%	10.6%
17	$89,949	$112,437	$134,924	50.0%	10.6%
18	$99,511	$124,389	$149,267	50.0%	10.6%
19	$110,089	$137,612	$165,134	50.0%	10.6%
20	$121,792	$152,240	$182,688	50.0%	10.6%
21	$134,739	$168,423	$202,108	50.0%	10.6%
22	$149,062	$186,327	$223,592	50.0%	10.6%
23	$164,907	$206,134	$247,361	50.0%	10.6%
24	$182,437	$228,046	$273,655	50.0%	10.6%
25	$201,830	$252,288	$302,745	50.0%	10.6%
26	$223,285	$279,107	$334,928	50.0%	10.6%

Table of District Position Classifications (Ord. 109 effective 07/01/2023; revised 10/07/2026)

Job Title	Authorized Positions	Pay Grade	Annual Salary Range	
Accessibility Coordinator	1	17	89,949	134,924
Accessibility Specialist	1	13	60,049	93,495
Accountant II	13	16	81,306	121,960
Accountant III	7	18	99,511	149,267
Accounting Specialist	3	12	54,279	89,167
ADA Coordinator	1	17	89,949	134,924
Administrative Analyst II	4	16	81,306	121,960
Administrative Analyst III	3	18	99,511	149,267
Administrative Support Specialist	9	12	54,279	89,167
Application Developer	1	19	110,089	165,134
Application Systems Analyst III	3	19	110,089	165,134
Assistant District Secretary	2	15	73,494	110,241
Assistant Manager, Bus Maintenance	2	19	110,089	165,134
Assistant Manager, Bus Transportation	3	18	99,511	149,267
Assistant Manager, Facilities Maintenance	1	18	99,511	149,267
Assistant Manager, Transit Operations Training	1	18	99,511	149,267
Assistant Manager, Treasury Operations	1	19	110,089	165,134
Billing Supervisor	1	17	89,949	134,924
Budget Analyst III	6	18	99,511	149,267
Business Intelligence Administrator	1	18	99,511	149,267
Business Intelligence Analyst III	1	19	110,089	165,134
Business Systems Analyst III	2	19	110,089	165,134
Business to Business (B2B) Development Specialist	1	12	54,279	89,167
Cash Specialist	1	12	54,279	89,167
Chief Communications Officer	1	25	201,830	302,745
Chief Financial Officer	1	25	201,830	302,745
Chief Information and Technology Officer	1	25	201,830	302,745
Chief Operating Officer, Bus	1	25	201,830	302,745
Chief People Officer	1	25	201,830	302,745
Civil Rights Analyst	1	15	73,494	110,241
Claims Specialist	1	15	73,494	110,241
Contract Administrator	6	18	99,511	149,267
Contract Compliance Administrator	1	18	99,511	149,267
Customer Experience Coordinator	1	16	81,306	121,960
Customer Experience Information Specialist	1	14	66,432	101,441
Customer Experience Specialist	1	12	54,279	89,167
Customer Relations Specialist	2	12	54,279	89,167
Cybersecurity Analyst	1	18	99,511	149,267
Data Analyst III	1	17	89,949	134,924
Data Support Administrative Analyst	1	15	73,494	110,241
Database Architect	1	19	110,089	165,134
Database/Middleware Administrator	1	19	110,089	165,134
DBE Admininstrator	1	18	99,511	149,267
Deputy Chief Financial Officer	1	24	182,437	273,655
Deputy Chief, Bus Fleet/Facilities	1	24	182,437	273,655
Deputy Chief, Communications	1	24	182,437	273,655
Deputy Director, Bus Maintenance	1	22	149,062	223,592
Deputy Director, Bus Transportation	1	22	149,062	223,592

Table of District Position Classifications (Ord. 109 effective 07/01/2023; revised 10/07/2026)

Job Title	Authorized Positions	Pay Grade	Annual Salary Range	
Deputy Director, Intelligent Transportation Systems (ITS)	1	22	149,062	223,592
Deputy Director, Office of Civil Rights	1	22	149,062	223,592
Deputy Director, Real Estate Management and Development	1	22	149,062	223,592
Deputy Director, Safety and Security	2	22	149,062	223,592
Deputy Director, Transportation Authority Program	1	22	149,062	223,592
Deputy District Secretary	1	20	121,792	182,688
Deputy General Manager/CEO	1	26	223,285	334,928
Designer	1	15	73,494	110,241
Digital Communications Specialist	3	14	66,432	101,441
Director, Accounting	1	23	164,907	247,361
Director, Budgets and Financial Analysis	1	23	164,907	247,361
Director, Bus Maintenance	1	23	164,907	247,361
Director, Bus Transportation	1	23	164,907	247,361
Director, Contracts and Procurement	1	23	164,907	247,361
Director, Customer Experience	1	23	164,907	247,361
Director, Facilities Maintenance	1	23	164,907	247,361
Director, Financial Planning and Analysis	1	23	164,907	247,361
Director, Government & Community Affairs	1	23	164,907	247,361
Director, Grants and Fund Management	1	23	164,907	247,361
Director, Human Resources	1	23	164,907	247,361
Director, Information Technology	2	23	164,907	247,361
Director, Marketing and Market Research	1	23	164,907	247,361
Director, Planning	1	23	164,907	247,361
Director, Planning and Fund Management	1	23	164,907	247,361
Director, Real Estate and Development	1	23	164,907	247,361
Director, Safety and Security	1	23	164,907	247,361
Director, Transportation Authority Program	1	23	164,907	247,361
Director, Treasury	1	23	164,907	247,361
Distribution Clerk	2	11	49,063	82,707
Distribution Coordinator	1	15	73,494	110,241
EEO Program Administrator	1	18	99,511	149,267
Employee Relations Administrator	1	18	99,511	149,267
Engineer III	2	19	110,089	165,134
Environmental Compliance Coordinator	1	16	81,306	121,960
Executive Assistant II	2	14	66,432	101,441
Executive Assistant III	1	15	73,494	110,241
Executive Officer, District Secretary, Executive Administration	1	21	134,739	202,108
Executive Officer, Planning & Development	1	24	182,437	273,655
Executive Officer, Transportation Authority	1	24	182,437	273,655
Facilities Project Engineer	1	19	110,089	165,134
Financial Analyst III	2	18	99,511	149,267
Financial Reporting Accountant	3	17	89,949	134,924
Government and Community Affairs Officers	6	18	99,511	149,267
Graphic Specialist	2	12	54,279	89,167
Human Resources Analyst	7	15	73,494	110,241
Human Resources Project Manager	1	19	110,089	165,134
Human Resources Specialist	6	12	54,279	89,167
Information Technology (IT) Analyst II	4	16	81,306	121,960

Table of District Position Classifications (Ord. 109 effective 07/01/2023; revised 10/07/2026)

Job Title	Authorized Positions	Pay Grade	Annual Salary Range	
Information Technology (IT) Enterprise Architect	1	20	121,792	182,688
Information Technology (IT) Project Manager	1	19	110,089	165,134
Information Technology (IT) Security Architect II	1	20	121,792	182,688
Information Technology (IT) System Administrator I	3	14	66,432	101,441
Information Technology (IT) System Administrator II	1	16	81,306	121,960
Insurance and Claims Administrator	1	18	99,511	149,267
Intelligent Transportation Systems (ITS) Administrator	1	17	89,949	134,924
Intelligent Transportation Systems (ITS) Analyst	1	17	89,949	134,924
Intelligent Transportation Systems (ITS) Senior Technician	2	16	81,306	121,960
Intelligent Transportation Systems (ITS) Technician	5	15	73,494	110,241
Internal Communications and Employee Engagement Administrator	1	17	89,949	134,924
Inventory Specialist	1	14	66,432	101,441
Maintenance Contract Administrator	2	18	99,511	149,267
Management Analyst (Limited 2-Year Term)	6	13	60,049	93,495
Manager, Accessible Transit Services	1	20	121,792	182,688
Manager, Ad Revenue	1	20	121,792	182,688
Manager, Budgets	3	20	121,792	182,688
Manager, Bus Contracts	1	19	110,089	165,134
Manager, Bus Maintenance	2	20	121,792	182,688
Manager, Bus Transportation	2	19	110,089	165,134
Manager, Civil Rights Programs	1	20	121,792	182,688
Manager, Communications	1	19	110,089	165,134
Manager, Creative Services	1	20	121,792	182,688
Manager, Customer Service	1	19	110,089	165,134
Manager, Digital Communications	1	19	110,089	165,134
Manager, EEO and Title VI	1	20	121,792	182,688
Manager, Employee Relations	1	21	134,739	202,108
Manager, Environmental Compliance	1	20	121,792	182,688
Manager, Facilities Maintenance	1	19	110,089	165,134
Manager, Fare Program Operations	1	20	121,792	182,688
Manager, Financial Planning and Analysis	1	20	121,792	182,688
Manager, Financial Reporting	1	21	134,739	202,108
Manager, Governement and Community Affairs	2	20	121,792	182,688
Manager, Grants and Capital Accounting	1	20	121,792	182,688
Manager, Grants and Fund Programming	1	20	121,792	182,688
Manager, Human Resources	2	21	134,739	202,108
Manager, Information Technology (IT) and Telecommunications	2	20	121,792	182,688
Manager, Information Technology (IT) Infrastructure Cybersecurity	1	21	134,739	202,108
Manager, Market Research and Development	1	20	121,792	182,688
Manager, Materials and Inventory Control	1	19	110,089	165,134
Manager, Operations Planning, Bus	1	20	121,792	182,688
Manager, Payroll	1	21	134,739	202,108
Manager, Planning (ECR/Major Corridor)	1	20	121,792	182,688
Manager, Procurement	2	20	121,792	182,688
Manager, Real Estate Management and Capital Project Support	1	20	121,792	182,688
Manager, Revenue Management	1	20	121,792	182,688
Manager, Strategic Development	1	19	110,089	165,134
Manager, Transit Operations Training	1	20	121,792	182,688

Table of District Position Classifications (Ord. 109 effective 07/01/2023; revised 10/07/2026)

Job Title	Authorized Positions	Pay Grade	Annual Salary Range	
Manager, Transit Oriented Development	1	20	121,792	182,688
Manager, Treasury Debt & Investments	1	21	134,739	202,108
Marketing Promotions Specialist	1	14	66,432	101,441
Marketing Specialist	1	14	66,432	101,441
Mobility Project Coordinator	1	17	89,949	134,924
Multimedia Specialist	1	14	66,432	101,441
Network Administrator II	4	18	99,511	149,267
Network Administrator III	1	19	110,089	165,134
Operations Contract Analyst	3	16	81,306	121,960
Planning Administrator	8	19	110,089	165,134
Planning Analyst II	2	16	81,306	121,960
Planning Analyst III	3	17	89,949	134,924
Principal Grants Analyst	1	19	110,089	165,134
Procurement Administrator I	2	15	73,494	110,241
Procurement Administrator II	7	17	89,949	134,924
Procurement Administrator III	6	19	110,089	165,134
Procurement Specialist	1	14	66,432	101,441
Program Manager, Sea Level Rise & Erosion Mitigation	1	21	134,739	202,108
Project Coordinator (Communications)	1	16	81,306	121,960
Project Manager	4	19	110,089	165,134
Public Affairs Specialist	3	14	66,432	101,441
Public Information Officer	2	18	99,511	149,267
Rail Safety Officer	1	18	99,511	149,267
Real Estate Administrator	2	19	110,089	165,134
Recruitment Coordinator	1	14	66,432	101,441
Safety and Security Data Analyst	1	16	81,306	121,960
Safety Coordinator	2	16	81,306	121,960
Safety Engineer	1	18	99,511	149,267
Scheduling Specialist	1	12	54,279	89,167
Senior Applications Developer	1	19	110,089	165,134
Senior Grants Analyst	1	18	99,511	149,267
Senior Network Engineer	1	19	110,089	165,134
Senior Operations Financial Analyst	1	19	110,089	165,134
Senior Payroll and Accounts Payable Specialist	1	13	60,049	93,495
Senior Project Manager	2	20	121,792	182,688
Senior Rail Safety Officer	1	19	110,089	165,134
Senior Safety Coordinator	1	18	99,511	149,267
Senior Systems Engineer - MSAzu	1	19	110,089	165,134
Supervisor, Customer Service	1	15	73,494	110,241
Supervisor, Fare Programs Operations	1	18	99,511	149,267
Supervisor, Human Resources Shared Services	1	18	99,511	149,267
Supervisor, Payroll	1	18	99,511	149,267
Surveyor	1	18	99,511	149,267
Systems Administrator II	3	19	110,089	165,134
Systems Administrator III	1	19	110,089	165,134
Systems Software Analyst	2	19	110,089	165,134
Title VI Social Equity Administrator	1	18	99,511	149,267

Table of District Position Classifications (Ord. 109 effective 07/01/2023; revised 10/07/2026)

Job Title	Authorized Positions	Pay Grade	Annual Salary Range	
Training and Development Administrator	1	18	99,511	149,267
Transit Asset Management Analyst	1	17	89,949	134,924
Transportation Authority Financial Program Manager	1	19	110,089	165,134
Warranty Analyst	1	14	66,432	101,441
Web Developer II	1	15	73,494	110,241
Web Developer III	1	17	89,949	134,924

Table of Caltrain Position Classifications (Ord. 109 effective 07/01/2023; revised 10/07/2026)

Job Title	Authorized Positions	Pay Grade	Annual Salary Range	
Administrative Analyst II	2	16	81,306	121,960
Administrative Analyst III	3	18	99,511	149,267
Administrative Support Specialist	5	12	54,279	89,167
Assistant Manager, System Communications	1	19	110,089	165,134
Budget Analyst III	1	18	99,511	149,267
Business Operations Project Manager	1	19	110,089	165,134
CAD Technician	1	14	66,432	101,441
Chief of Staff	1	25	201,830	302,745
Chief Officer, Caltrain Modernization Program	1	25	201,830	302,745
Chief Operating Officer, Rail	1	25	201,830	302,745
Chief Safety Officer	1	25	201,830	302,745
Chief, Rail Commercial & Business Development	1	25	201,830	302,745
Chief, Rail Design & Construction	1	25	201,830	302,745
Chief, Rail Planning	1	25	201,830	302,745
Construction Liaison Manager	1	17	89,949	134,924
Contract Administrator	2	18	99,511	149,267
Customer Experience Coordinator	1	16	81,306	121,960
Cybersecurity Architect II	1	20	121,792	182,688
Deputy Director, 4th King Site	1	22	149,062	223,592
Deputy Director, Asset Management	1	22	149,062	223,592
Deputy Director, Caltrain Policy Development	1	22	149,062	223,592
Deputy Director, Capital Program Delivery	1	22	149,062	223,592
Deputy Director, Capital Program Planning	1	22	149,062	223,592
Deputy Director, Construction Services	1	22	149,062	223,592
Deputy Director, Overhead Contact Systems (OCS)	1	22	149,062	223,592
Deputy Director, Program Management & Environmental Compliance	1	22	149,062	223,592
Deputy Director, Project Controls	1	22	149,062	223,592
Deputy Director, Quality Assurance & Standards	1	22	149,062	223,592
Deputy Director, Rail Systems Engineering	1	22	149,062	223,592
Deputy Director, Rail Vehicle Maintenance	1	22	149,062	223,592
Deputy Director, Railroad Infrastructure Maintenance	1	22	149,062	223,592
Deputy Director, Traction Power	1	22	149,062	223,592
Deputy Director, Transit Oriented Development (TOD) & Real Estate	1	22	149,062	223,592
Director, Budgets and Financial Analysis	1	23	164,907	247,361
Director, Capital Program Delivery	1	23	164,907	247,361
Director, Capital Program Management	1	23	164,907	247,361
Director, DTX Program	1	23	164,907	247,361
Director, Engineering	1	23	164,907	247,361
Director, Government & Community Affairs	1	23	164,907	247,361
Director, Grants and Fund Management	1	23	164,907	247,361
Director, Overhead Contact Systems (OCS)	1	23	164,907	247,361
Director, Rail Activation and Transition (Limited 2-year Term)	1	23	164,907	247,361
Director, Rail Contracts & Budget	1	23	164,907	247,361
Director, Rail Maintenance	1	23	164,907	247,361
Director, Rail Network and Operations Planning	1	23	164,907	247,361
Director, Rail Operations	1	23	164,907	247,361
Director, Rail Signal Communications (Limited 2-year Term)	1	23	164,907	247,361
Director, Railyards Development Project	1	23	164,907	247,361

Table of Caltrain Position Classifications (Ord. 109 effective 07/01/2023; revised 10/07/2026)

Job Title	Authorized Positions	Pay Grade	Annual Salary Range	
Director, Real Estate Development	1	23	164,907	247,361
Director, Strategy and Policy	1	23	164,907	247,361
Director, System Integration CalMod	1	23	164,907	247,361
Director, Systemwide Planning & Programming	1	23	164,907	247,361
Document Controls Specialist	3	12	54,279	89,167
DTX Coordinator	1	18	99,511	149,267
Engineer II	7	18	99,511	149,267
Engineer III	23	19	110,089	165,134
Executive Assistant III	1	15	73,494	110,241
Field Inspector/TAM	1	14	66,432	101,441
GIS Administrator	1	18	99,511	149,267
GIS Analyst II	1	17	89,949	134,924
Human Resources Analyst (Rail)	1	15	73,494	110,241
Human Resources Business Partner (Rail)	1	19	110,089	165,134
Management Analyst (Limited 2-year Term)	1	13	60,049	93,495
Manager, Asset Management	1	20	121,792	182,688
Manager, Budgets	1	20	121,792	182,688
Manager, Business Partnerships	1	20	121,792	182,688
Manager, Caltrain Planning	1	20	121,792	182,688
Manager, Capital Projects and Environmental Planning	1	20	121,792	182,688
Manager, Construction Services	1	21	134,739	202,108
Manager, Cost Control	1	20	121,792	182,688
Manager, Energy	1	20	121,792	182,688
Manager, Engineering	3	21	134,739	202,108
Manager, Engineering Standards	1	20	121,792	182,688
Manager, Engineering -Vehicles	1	20	121,792	182,688
Manager, Engineering, Traction and Power	1	20	121,792	182,688
Manager, External Affairs (Limited 3-Year Term)	1	19	110,089	165,134
Manager, Facility Engineering	1	20	121,792	182,688
Manager, Fleet Planning	1	20	121,792	182,688
Manager, GIS	1	20	121,792	182,688
Manager, Maintenance Rail Equipment	1	20	121,792	182,688
Manager, Project Estimates	1	20	121,792	182,688
Manager, PTC	1	20	121,792	182,688
Manager, Quality Control/Auditor	1	20	121,792	182,688
Manager, Rail Compliance	1	20	121,792	182,688
Manager, Rail Contracts and Budget	2	20	121,792	182,688
Manager, Rail Manuals & Training	1	20	121,792	182,688
Manager, Rail Network Engineering	1	20	121,792	182,688
Manager, Rail Operations	2	19	110,089	165,134
Manager, Rail Operations Planning	1	20	121,792	182,688
Manager, Records Management	1	19	110,089	165,134
Manager, Signal and Crossing	1	20	121,792	182,688
Manager, Standards and Procedures	1	20	121,792	182,688
Manager, Stations	1	20	121,792	182,688
Manager, Stations and Communications Maintenance	1	19	110,089	165,134
Manager, Third Party Projects	1	20	121,792	182,688
Manager, Train Control Systems	1	20	121,792	182,688

Table of Caltrain Position Classifications (Ord. 109 effective 07/01/2023; revised 10/07/2026)

Job Title	Authorized Positions	Pay Grade	Annual Salary Range	
Manager, Transportation Communications (Rail)	1	20	121,792	182,688
Manager, Utility	1	20	121,792	182,688
Manager, WAF Technology Research & Development	1	20	121,792	182,688
Network Administrator II, Rail	1	18	99,511	149,267
Operations Contract Analyst	1	16	81,306	121,960
Planning Administrator	9	19	110,089	165,134
Planning Analyst II	2	16	81,306	121,960
Planning Analyst III	1	17	89,949	134,924
Policy Program Manager	1	20	121,792	182,688
Program Director, Diridon	1	23	164,907	247,361
Program Management Administrator, CalMod	1	18	99,511	149,267
Project Controls Administrator	1	19	110,089	165,134
Project Controls Analyst III	3	18	99,511	149,267
Project Controls Analyst/Scheduler	1	16	81,306	121,960
Project Manager	5	19	110,089	165,134
Rail Liaison	1	18	99,511	149,267
Rail Operations Analyst III	1	18	99,511	149,267
Senior Energy Analyst	1	18	99,511	149,267
Senior Manager, Rail Sysems Engineer	1	21	134,739	202,108
Senior Project Manager	5	20	121,792	182,688
Utility Coordinator	1	18	99,511	149,267

Table of Represented Position Classifications (Ord. 109 effective 07/01/2023; revised 10/07/2026)

Job Title	Authorized Positions	Class	Salary Range
Bus Contracts Inspector	3	IBT2	a
Bus Operator (full-time/part-time)(b)	348	ATU1	a
Bus Operator Mentor Coordinator	1	TBD	a
Bus Operator Trainee	as needed	ATU1	$27.00 hour
Bus Transportation Supervisor	18	IBT1	a
Customer Service Representative 1 (full-time)	9	ATU2	a
Customer Service Representative 1 (part-time)	4	ATU2	a
Customer Service Representative 2	2	ATU2	a
Dispatcher	4	IBT1	a
Facilities Technician	5	IBT5	a
Maintenance Instructor	2	IBT4	a
Maintenance Supervisor	8	IBT4	a
Mechanic "A"	36	ATU1	a
Mechanic "B"	17	ATU1	a
Mechanic "C"	11	ATU1	a
Radio Controller	3	IBT1	a
Receptionist	1	ATU2	a
Storeskeeper	7	ATU1	a
Transit Instructor	10	IBT3	a
Utility Maintenance Supervisor	2	IBT4	a
Utility Worker	30	ATU1	a

Notes:

(a) Wages established in accordance with the Collective Bargaining Agreements with the Amalgamated Transit Union, Local 1574 (ATU1 - Bus Operators and Maintenance Employee Unit and ATU2 - Customer Service Unit) and the International Brotherhood of Teamsters, Local 856 (IBT1 - Bus Transportation Supervisory Unit, IBT2 - Bus Contracts Inspector Unit, IBT3 - Transit Instructor Unit, IBT4 - Utility and Maintenance Supervisor and Maintenance Instructor Unit, and IBT5 - Facilities Technician Unit).

(b) Part-time operators shall not exceed 17 percent of the total number of operators, in accordance with the current Amalgamated Transit Union (ATU1) Collective Bargaining Agreement.

Table of General Manager and Executive Director Position Classifications (Ord. 109 effective 07/01/2023; revised 10/07/2026)

Job Title	Authorized Positions	Class	Annual Salary Range
General Manager/CEO	1	GM	350,000
Executive Director, Caltrain	1	ED	364,959

EXHIBIT "D"

SALARY PAY STRUCTURE
Effective 12/01/2024
Revised 10/07/2026

Grade	Annual Pay Range Minimum	Annual Pay Range Midpoint	Annual Pay Range Maximum	Range Width	% Interval between Pay Grade Midpoints
11	$51,026	$68,520	$86,015	68.6%	14.5%
12	$56,450	$74,592	$92,734	64.3%	8.9%
13	$62,451	$79,843	$97,235	55.7%	7.0%
14	$69,089	$87,294	$105,499	52.7%	9.3%
15	$76,434	$95,542	$114,651	50.0%	9.4%
16	$84,558	$105,698	$126,838	50.0%	10.6%
17	$93,547	$116,934	$140,321	50.0%	10.6%
18	$103,491	$129,365	$155,238	50.0%	10.6%
19	$114,493	$143,116	$171,739	50.0%	10.6%
20	$126,664	$158,330	$189,996	50.0%	10.6%
21	$140,129	$175,160	$210,192	50.0%	10.6%
22	$155,024	$193,780	$232,536	50.0%	10.6%
23	$171,503	$214,379	$257,255	50.0%	10.6%
24	$189,734	$237,168	$284,601	50.0%	10.6%
25	$209,903	$262,380	$314,855	50.0%	10.6%
26	$232,216	$290,271	$348,325	50.0%	10.6%

Table of District Position Classifications (Ord. 110 effective 12/01/2024; Revised 10/07/2026)

Job Title	Pay Grade	Annual Salary		
		Minimum	Mipdpoint	Maximum
Accessibility Coordinator	17	93,547	116,934	140,321
Accessibility Specialist	13	62,451	79,843	97,235
Accountant I	14	69,089	87,294	105,499
Accountant II	16	84,558	105,698	126,838
Accountant III	18	103,491	129,365	155,238
Accounting Specialist	12	56,450	74,592	92,734
ADA Administrator	18	103,491	129,365	155,238
ADA Coordinator	17	93,547	116,934	140,321
Administrative Analyst II	16	84,558	105,698	126,838
Administrative Analyst III	18	103,491	129,365	155,238
Administrative Support Specialist	12	56,450	74,592	92,734
Application Developer	19	114,493	143,116	171,739
Application Systems Analyst III	19	114,493	143,116	171,739
Assistant District Secretary	15	76,434	95,542	114,651
Assistant Manager, Bus Maintenance	19	114,493	143,116	171,739
Assistant Manager, Bus Transportation	18	103,491	129,365	155,238
Assistant Manager, Facilities Maintenance	18	103,491	129,365	155,238
Assistant Manager, Transit Operations Training	18	103,491	129,365	155,238
Assistant Manager, Treasury Operations	19	114,493	143,116	171,739
Billing Manager	20	126,664	158,330	189,996
Budget Analyst II	16	84,558	105,698	126,838
Budget Analyst III	18	103,491	129,365	155,238
Business Intelligence Administrator	18	103,491	129,365	155,238
Business Intelligence Analyst III	19	114,493	143,116	171,739
Business Systems Analyst III	19	114,493	143,116	171,739
Cash Specialist	12	56,450	74,592	92,734
Chief Communications Officer	25	209,903	262,380	314,855
Chief Financial Officer	25	209,903	262,380	314,855
Chief Information and Technology Officer	25	209,903	262,380	314,855
Chief Operating Officer, Bus	25	209,903	262,380	314,855
Chief People Officer	25	209,903	262,380	314,855
Civil Rights Analyst	15	76,434	95,542	114,651
Claims Administrative Assistant	14	69,089	87,294	105,499
Classification and Compensation Administrator	18	103,491	129,365	155,238
Contract Administrator	18	103,491	129,365	155,238
Contract Compliance Administrator	18	103,491	129,365	155,238
Customer Experience Coordinator	16	84,558	105,698	126,838
Customer Experience Information Specialist	14	69,089	87,294	105,499
Customer Experience Specialist	12	56,450	74,592	92,734
Customer Experience Supervisor	18	103,491	129,365	155,238
Customer Relations Specialist	12	56,450	74,592	92,734
Cybersecurity Analyst	18	103,491	129,365	155,238
Cybersecurity Engineer II	20	126,664	158,330	189,996
Data Analyst III	17	93,547	116,934	140,321
Data Support Specialist	12	56,450	74,592	92,734
Database Architect	19	114,493	143,116	171,739
Database/Middleware Administrator	19	114,493	143,116	171,739
DBE Admininstrator	18	103,491	129,365	155,238
Deputy Chief Financial Officer	24	189,734	237,168	284,601
Deputy Chief, Bus Fleet/Facilities	24	189,734	237,168	284,601

Table of District Position Classifications (Ord. 110 effective 12/01/2024; Revised 10/07/2026)

Job Title	Pay Grade	Annual Salary		
		Minimum	Mipdpoint	Maximum
Deputy Chief, Communications	24	189,734	237,168	284,601
Deputy Director, Bus Maintenance	22	155,024	193,780	232,536
Deputy Director, Bus Transportation	22	155,024	193,780	232,536
Deputy Director, Employee and Labor Relations	22	155,024	193,780	232,536
Deputy Director, Facilities	22	155,024	193,780	232,536
Deputy Director, Intelligent Transportation Systems (ITS)	22	155,024	193,780	232,536
Deputy Director, Office of Civil Rights	22	155,024	193,780	232,536
Deputy Director, Real Estate Management and Development	22	155,024	193,780	232,536
Deputy Director, Safety and Security	22	155,024	193,780	232,536
Deputy District Secretary	20	126,664	158,330	189,996
Deputy General Manager/CEO	26	232,216	290,271	348,325
Designer	15	76,434	95,542	114,651
Digital Communications Specialist	14	69,089	87,294	105,499
Director, Accounting	23	171,503	214,379	257,255
Director, Budgets and Financial Analysis	23	171,503	214,379	257,255
Director, Bus Fleet/Facilities	23	171,503	214,379	257,255
Director, Bus Maintenance	23	171,503	214,379	257,255
Director, Bus Transportation	23	171,503	214,379	257,255
Director, Communications	23	171,503	214,379	257,255
Director, Contracts and Procurement	23	171,503	214,379	257,255
Director, Customer Experience	23	171,503	214,379	257,255
Director, Facilities Maintenance	23	171,503	214,379	257,255
Director, Financial Planning and Analysis	23	171,503	214,379	257,255
Director, Government & Community Affairs	23	171,503	214,379	257,255
Director, Grants and Fund Management	23	171,503	214,379	257,255
Director, Human Resources	23	171,503	214,379	257,255
Director, Information Technology	23	171,503	214,379	257,255
Director, Marketing and Market Research	23	171,503	214,379	257,255
Director, Planning	23	171,503	214,379	257,255
Director, Planning and Fund Management	23	171,503	214,379	257,255
Director, Project Delivery	23	171,503	214,379	257,255
Director, Real Estate and Development	23	171,503	214,379	257,255
Director, Safety and Security	23	171,503	214,379	257,255
Director, Treasury	23	171,503	214,379	257,255
Distribution Clerk	11	51,026	68,520	86,015
Distribution Coordinator	15	76,434	95,542	114,651
EEO Program Administrator	18	103,491	129,365	155,238
Electrician, High Voltage Qualified	19	114,493	143,116	171,739
Employee Relations Administrator	18	103,491	129,365	155,238
Engineer III (Energy Management Systems)	19	114,493	143,116	171,739
Environmental Compliance Coordinator	16	84,558	105,698	126,838
Executive Assistant II	14	69,089	87,294	105,499
Executive Assistant III	15	76,434	95,542	114,651
Executive Officer, District Secretary, Executive Administration	21	140,129	175,160	210,192
Executive Officer, Planning & Development	24	189,734	237,168	284,601
Executive Officer, Transportation Authority	24	189,734	237,168	284,601
Facilities Contract Administrator	18	103,491	129,365	155,238
Facilities Project Engineer	19	114,493	143,116	171,739
Fare Program Operations Specialist	12	56,450	74,592	92,734
Financial Analyst II	16	84,558	105,698	126,838

Table of District Position Classifications (Ord. 110 effective 12/01/2024; Revised 10/07/2026)

Job Title	Pay Grade	Annual Salary		
		Minimum	Mipdpoint	Maximum
Financial Analyst III	18	103,491	129,365	155,238
Financial Reporting Accountant	17	93,547	116,934	140,321
Financial Specialist (Part-time)	12	56,450	74,592	92,734
GIS Administrator	18	103,491	129,365	155,238
GIS Architect	20	126,664	158,330	189,996
Government and Community Affairs Officer	18	103,491	129,365	155,238
Graphic Specialist	12	56,450	74,592	92,734
Human Resources Analyst	15	76,434	95,542	114,651
Human Resources Business Partner (Rail)	19	114,493	143,116	171,739
Human Resources Project Manager	19	114,493	143,116	171,739
Human Resources Specialist	12	56,450	74,592	92,734
Information Technology (IT) Analyst II	16	84,558	105,698	126,838
Information Technology (IT) Enterprise Architect	20	126,664	158,330	189,996
Information Technology (IT) Operations Supervisor	18	103,491	129,365	155,238
Information Technology (IT) Security Architect II	20	126,664	158,330	189,996
Information Technology (IT) System Administrator I	14	69,089	87,294	105,499
Insurance and Claims Administrator	18	103,491	129,365	155,238
Intelligent Transportation Systems (ITS) Administrator	17	93,547	116,934	140,321
Intelligent Transportation Systems (ITS) Analyst	17	93,547	116,934	140,321
Intelligent Transportation Systems (ITS) Senior Technician	16	84,558	105,698	126,838
Intelligent Transportation Systems (ITS) Technician	15	76,434	95,542	114,651
Internal Communications and Employee Engagement Administrator	17	93,547	116,934	140,321
Inventory Specialist	14	69,089	87,294	105,499
IT Technical Lead/Manager	19	114,493	143,116	171,739
Maintenance Contract Administrator	18	103,491	129,365	155,238
Management Analyst (Limited 2-Year Term)	13	62,451	79,843	97,235
Manager, Accessible Transit Services	20	126,664	158,330	189,996
Manager, Accounting	21	140,129	175,160	210,192
Manager, Budgets	20	126,664	158,330	189,996
Manager, Bus Contracts	19	114,493	143,116	171,739
Manager, Bus Maintenance	20	126,664	158,330	189,996
Manager, Bus Transportation	19	114,493	143,116	171,739
Manager, Civil Rights Programs	20	126,664	158,330	189,996
Manager, Communications	19	114,493	143,116	171,739
Manager, Creative Services	20	126,664	158,330	189,996
Manager, Customer Service	19	114,493	143,116	171,739
Manager, Digital Communications	19	114,493	143,116	171,739
Manager, Environmental Compliance	20	126,664	158,330	189,996
Manager, External Affairs (Limited Term)	20	126,664	158,330	189,996
Manager, Facilities Maintenance	19	114,493	143,116	171,739
Manager, Fare Program Operations	20	126,664	158,330	189,996
Manager, Financial Planning and Analysis	20	126,664	158,330	189,996
Manager, Financial Reporting	21	140,129	175,160	210,192
Manager, Governement and Community Affairs	20	126,664	158,330	189,996
Manager, Grants and Fund Programming	20	126,664	158,330	189,996
Manager, Human Resources	21	140,129	175,160	210,192
Manager, Information Technology (IT) and Telecommunications	20	126,664	158,330	189,996
Manager, Information Technology (IT) Data and Analytics	21	140,129	175,160	210,192
Manager, Information Technology (IT) Infrastructure Cybersecurity	21	140,129	175,160	210,192
Manager, Major Corridors Program	20	126,664	158,330	189,996

Table of District Position Classifications (Ord. 110 effective 12/01/2024; Revised 10/07/2026)

Job Title	Pay Grade	Annual Salary		
		Minimum	Mipdpoint	Maximum
Manager, Market Research and Development	20	126,664	158,330	189,996
Manager, Materials and Inventory Control	19	114,493	143,116	171,739
Manager, Operations Planning, Bus	20	126,664	158,330	189,996
Manager, Payroll	20	126,664	158,330	189,996
Manager, Planning and Fund Management	21	140,129	175,160	210,192
Manager, Procurement	20	126,664	158,330	189,996
Manager, Programing and Montitoring	20	126,664	158,330	189,996
Manager, Real Estate Management & Capital Support	20	126,664	158,330	189,996
Manager, Revenue Management	20	126,664	158,330	189,996
Manager, Sales and Marketing	20	126,664	158,330	189,996
Manager, Socal Equity Programs	20	126,664	158,330	189,996
Manager, Strategic Planning	20	126,664	158,330	189,996
Manager, Transit Operations Training	19	114,493	143,116	171,739
Manager, Transit Oriented Development	20	126,664	158,330	189,996
Manager, Treasury Debt & Investments	21	140,129	175,160	210,192
Market Research Analyst	18	103,491	129,365	155,238
Marketing DevelopmntSpecialist	14	69,089	87,294	105,499
Marketing Specialist	14	69,089	87,294	105,499
Multimedia Specialist	14	69,089	87,294	105,499
Network Administrator II	18	103,491	129,365	155,238
Network Administrator III	19	114,493	143,116	171,739
Operations Contract Analyst	16	84,558	105,698	126,838
People and Culture Group Administrator	18	103,491	129,365	155,238
Planning Administrator	19	114,493	143,116	171,739
Planning Analyst II	16	84,558	105,698	126,838
Planning Analyst III	17	93,547	116,934	140,321
Principal Grants Analyst	19	114,493	143,116	171,739
Procurement Administrator I	15	76,434	95,542	114,651
Procurement Administrator II	17	93,547	116,934	140,321
Procurement Administrator III	19	114,493	143,116	171,739
Procurement Specialist	14	69,089	87,294	105,499
Program Coordinator, Senior & Mobility	17	93,547	116,934	140,321
Program Manager, Facilities	21	140,129	175,160	210,192
Program Manager, Infrastructure	21	140,129	175,160	210,192
Project Coordinator (Communications)	16	84,558	105,698	126,838
Project Manager	19	114,493	143,116	171,739
Public Affairs Specialist	14	69,089	87,294	105,499
Public Information Officer	18	103,491	129,365	155,238
Real Estate Administrator	19	114,493	143,116	171,739
Real Estate Technician	15	76,434	95,542	114,651
Recruitment Coordinator	14	69,089	87,294	105,499
Safety and Security Data Analyst	16	84,558	105,698	126,838
Safety Coordinator	16	84,558	105,698	126,838
Scheduling Specialist	12	56,450	74,592	92,734
Security Coordinator	16	84,558	105,698	126,838
Senior Applications Developer	19	114,493	143,116	171,739
Senior Financial Analyst	18	103,491	129,365	155,238
Senior Grants Analyst	18	103,491	129,365	155,238
Senior Network Engineer	19	114,493	143,116	171,739
Senior Operations Financial Analyst	19	114,493	143,116	171,739

Table of District Position Classifications (Ord. 110 effective 12/01/2024; Revised 10/07/2026)

Job Title	Pay Grade	Annual Salary		
		Minimum	Mipdpoint	Maximum
Senior Payroll and Accounts Payable Specialist	13	62,451	79,843	97,235
Senior Project Manager	20	126,664	158,330	189,996
Senior Safety Coordinator	18	103,491	129,365	155,238
Special Event Coordinator	15	76,434	95,542	114,651
Supervisor, Fare Programs Operations	18	103,491	129,365	155,238
Supervisor, Human Resources Shared Services	18	103,491	129,365	155,238
Supervisor, Payroll	18	103,491	129,365	155,238
Supervisor, Revenue	18	103,491	129,365	155,238
Surveyor	18	103,491	129,365	155,238
Systems Administrator II	19	114,493	143,116	171,739
Systems Administrator III	19	114,493	143,116	171,739
Systems Software Analyst	19	114,493	143,116	171,739
Title VI Social Equity Administrator	18	103,491	129,365	155,238
Training and Development Administrator	18	103,491	129,365	155,238
Transit Asset Management Analyst	17	93,547	116,934	140,321
Transportation Authority Financial Program Manager	19	114,493	143,116	171,739
Warranty Analyst	14	69,089	87,294	105,499
Web Accessibility Specialist	14	69,089	87,294	105,499
Web Developer II	15	76,434	95,542	114,651
Web Developer III	17	93,547	116,934	140,321

Table of Caltrain Position Classifications (Ord. 110 effective 12/01/2024; Revised 10/07/2026)

Job Title	Pay Grade	Annual Salary		
		Minimum	Mipdpoint	Maximum
Administrative Analyst II	16	84,558	105,698	126,838
Administrative Analyst III	18	103,491	129,365	155,238
Administrative Support Specialist	12	56,450	74,592	92,734
Assistant Manager, Rail Operations	18	103,491	129,365	155,238
Assistant Manager, System Communications	19	114,493	143,116	171,739
Assistant Project Manager	18	103,491	129,365	155,238
Budget Analyst III	18	103,491	129,365	155,238
Business Operations Project Manager	19	114,493	143,116	171,739
CAD Technician	14	69,089	87,294	105,499
Chief of Staff	25	209,903	262,380	314,855
Chief Officer, Caltrain Modernization Program	25	209,903	262,380	314,855
Chief Operating Officer, Rail	25	209,903	262,380	314,855
Chief Safety Officer	25	209,903	262,380	314,855
Chief, Diridon Program (Limited Term - 3 Years)	25	209,903	262,380	314,855
Chief, Rail Commercial & Business Development	25	209,903	262,380	314,855
Chief, Rail Design & Construction	25	209,903	262,380	314,855
Chief, Rail Planning	25	209,903	262,380	314,855
Construction Program Manager, Caltrain Capital Projects	21	140,129	175,160	210,192
Contract Administrator	18	103,491	129,365	155,238
Deputy Dir, QA & Standards	22	155,024	193,780	232,536
Deputy Director, Caltrain Policy Development	22	155,024	193,780	232,536
Deputy Director, Capital Program Delivery	22	155,024	193,780	232,536
Deputy Director, Capital Program Planning	22	155,024	193,780	232,536
Deputy Director, Construction Services	22	155,024	193,780	232,536
Deputy Director, Infrastructure Engineering	22	155,024	193,780	232,536
Deputy Director, Overhead Contact Systems (OCS) Traction Power	22	155,024	193,780	232,536
Deputy Director, Program Management & Environmental Compliance	22	155,024	193,780	232,536
Deputy Director, Project Controls	22	155,024	193,780	232,536
Deputy Director, Rail Systems Engineering	22	155,024	193,780	232,536
Deputy Director, Traction Power Engineering	22	155,024	193,780	232,536
Director, Budgets and Financial Analysis	23	171,503	214,379	257,255
Director, Capital Program Delivery	23	171,503	214,379	257,255
Director, Capital Program Management	23	171,503	214,379	257,255
Director, Engineering	23	171,503	214,379	257,255
Director, Government & Community Affairs	23	171,503	214,379	257,255
Director, Grants and Fund Management	23	171,503	214,379	257,255
Director, Infrastructure Delivery	23	171,503	214,379	257,255
Director, Major Planning Projects	23	171,503	214,379	257,255
Director, Overhead Contact Systems (OCS)	23	171,503	214,379	257,255
Director, Rail Activation and Transition (Limited 2-year Term)	23	171,503	214,379	257,255
Director, Rail Contracts & Budget	23	171,503	214,379	257,255
Director, Rail Maintenance	23	171,503	214,379	257,255
Director, Rail Network and Operations Planning	23	171,503	214,379	257,255
Director, Rail Signal Communications (Limited 2-year Term)	23	171,503	214,379	257,255
Director, Rail Vehicle Maintenance	23	171,503	214,379	257,255
Director, Railyards Development Project	23	171,503	214,379	257,255
Director, Real Estate Development	23	171,503	214,379	257,255
Director, Strategy and Policy	23	171,503	214,379	257,255
Director, System Integration CalMod	23	171,503	214,379	257,255
Director, Systemwide Planning & Programming	23	171,503	214,379	257,255

Table of Caltrain Position Classifications (Ord. 110 effective 12/01/2024; Revised 10/07/2026)

Job Title	Pay Grade	Annual Salary Minimum	Mipdpoint	Maximum
Director, Traction Power and Blended Systems	23	171,503	214,379	257,255
Document Controls Specialist	12	56,450	74,592	92,734
DTX Coordinator	18	103,491	129,365	155,238
Engineer II	18	103,491	129,365	155,238
Engineer III	19	114,493	143,116	171,739
Enterprise Asset Management (EAM) Analyst II	18	103,491	129,365	155,238
Environmental Compliance Coordinator (Rail)	18	103,491	129,365	155,238
Estimator	19	114,493	143,116	171,739
Executive Assistant III	15	76,434	95,542	114,651
GIS Analyst II	18	103,491	129,365	155,238
Management Analyst (Limited 2-year Term)	13	62,451	79,843	97,235
Manager, Asset Management	20	126,664	158,330	189,996
Manager, Business Partnerships	20	126,664	158,330	189,996
Manager, Caltrain Planning	20	126,664	158,330	189,996
Manager, Capital Projects and Environmental Planning	20	126,664	158,330	189,996
Manager, Cost Control	20	126,664	158,330	189,996
Manager, Energy	20	126,664	158,330	189,996
Manager, Eng Traction & Power	20	126,664	158,330	189,996
Manager, Engineering	21	140,129	175,160	210,192
Manager, Engineering Standards	20	126,664	158,330	189,996
Manager, Engineering -Vehicles	20	126,664	158,330	189,996
Manager, Facility Engineering	20	126,664	158,330	189,996
Manager, Fleet Maintenance	20	126,664	158,330	189,996
Manager, Fleet Planning	20	126,664	158,330	189,996
Manager, Intelligent Infrastructure	20	126,664	158,330	189,996
Manager, Maintenance of Way	20	126,664	158,330	189,996
Manager, Maintenance Rail Equipment	20	126,664	158,330	189,996
Manager, OCS Traction Power Operations	20	126,664	158,330	189,996
Manager, Project Estimates	21	140,129	175,160	210,192
Manager, PTC	20	126,664	158,330	189,996
Manager, Quality Control/Auditor	20	126,664	158,330	189,996
Manager, Rail Contracts and Budget	20	126,664	158,330	189,996
Manager, Rail Manuals & Training	20	126,664	158,330	189,996
Manager, Rail Network Engineering	20	126,664	158,330	189,996
Manager, Rail Operations	19	114,493	143,116	171,739
Manager, Rail Operations Planning	20	126,664	158,330	189,996
Manager, Records Management	19	114,493	143,116	171,739
Manager, Schedule Controls	20	126,664	158,330	189,996
Manager, Signal and Crossing	20	126,664	158,330	189,996
Manager, Standards and Procedures	20	126,664	158,330	189,996
Manager, Stations and Communications Maintenance	19	114,493	143,116	171,739
Manager, Systemwide Planning	20	126,664	158,330	189,996
Manager, Third Party Projects	20	126,664	158,330	189,996
Manager, TOD & Real Estate	20	126,664	158,330	189,996
Manager, Train Control Systems	20	126,664	158,330	189,996
Manager, Utility	20	126,664	158,330	189,996
Network Administrator II, Rail	18	103,491	129,365	155,238
Office Engineer	18	103,491	129,365	155,238
Operations Field Inspector	17	93,547	116,934	140,321
Planning Administrator	19	114,493	143,116	171,739

Table of Caltrain Position Classifications (Ord. 110 effective 12/01/2024; Revised 10/07/2026)

Job Title	Pay Grade	Annual Salary Minimum	Mipdpoint	Maximum
Planning Analyst II	16	84,558	105,698	126,838
Planning Analyst III	17	93,547	116,934	140,321
Policy Program Manager	20	126,664	158,330	189,996
Program Coordinator, Rail Customer Experience	17	93,547	116,934	140,321
Program Director, Diridon	23	171,503	214,379	257,255
Program Management Administrator, CalMod	18	103,491	129,365	155,238
Program Manager, San Mateo County Projects	21	140,129	175,160	210,192
Program Manager, Santa Clary County Projects	21	140,129	175,160	210,192
Program Manager, Technology Services	20	126,664	158,330	189,996
Project Controls Analyst II	16	84,558	105,698	126,838
Project Controls Analyst III	18	103,491	129,365	155,238
Project Controls Analyst/Scheduler	16	84,558	105,698	126,838
Project Director, Diridon	23	171,503	214,379	257,255
Project Manager	19	114,493	143,116	171,739
Quality Assurance Engineer	18	103,491	129,365	155,238
Quality Assurance/Quality Control Auditor	18	103,491	129,365	155,238
Rail Liaison	18	103,491	129,365	155,238
Rail Operations Analyst III	18	103,491	129,365	155,238
Rail Safety Officer	18	103,491	129,365	155,238
Resident Engineer	20	126,664	158,330	189,996
Safety Engineer	18	103,491	129,365	155,238
Scheduler	19	114,493	143,116	171,739
Senior Cost Engineer	19	114,493	143,116	171,739
Senior Energy Analyst	18	103,491	129,365	155,238
Senior Manager, Rail Sysems Engineer	21	140,129	175,160	210,192
Senior Project Manager	20	126,664	158,330	189,996
Senior Rail Safety Officer	19	114,493	143,116	171,739
Transportation Asset Management (TAM) Analyst II	18	103,491	129,365	155,238
Utility Coordinator	18	103,491	129,365	155,238
Warranty Analyst	14	69,089	87,294	105,499

Table of Represented Position Classifications (Ord. 110 effective 12/01/2024; Revised 10/07/2026)

Job Title	Authorized Positions	Class	Salary Range
Bus Contracts Inspector	3	IBT2	a
Bus Operator (full-time/part-time	350	ATU1	a
Bus Operator Mentor Coordinator	1	TBD	a
Bus Operator Trainee	as needed	ATU1	$27.00 / hour
Bus Transportation Supervisor	16	IBT1	a
Customer Service Representative 1 (full-time)	11	ATU2	a
Customer Service Representative 1 (part-time)	1	ATU2	a
Customer Service Representative 2	2	ATU2	a
Dispatcher	8	IBT1	a
Facilities Technician	6	IBT5	a
Maintenance Instructor	3	IBT4	a
Maintenance Supervisor	7	IBT4	a
Mechanic "A"	35	ATU1	a
Mechanic "B"	19	ATU1	a
Mechanic "C"	10	ATU1	a
Radio Controller	3	IBT1	a
Receptionist	1	ATU2	a
Storeskeeper	7	ATU1	a
Transit Instructor	10	IBT3	a
Utility Maintenance Supervisor	2	IBT4	a
Utility Worker	31	ATU1	a

Notes:

(a) Wages established in accordance with the Collective Bargaining Agreements with the Amalgamated Transit Union, Local 1574 (ATU1 - Bus Operators and Maintenance Employee Unit and ATU2 - Customer Service Unit) and the International Brotherhood of Teamsters, Local 856 (IBT1 - Bus Transportation Supervisory Unit, IBT2 - Bus Contracts Inspector Unit, IBT3 - Transit Instructor Unit, IBT4 - Utility and Maintenance Supervisor and Maintenance Instructor Unit, and IBT5 - Facilities Technician Unit).

(b) Part-time operators shall not exceed 17 percent of the total number of operators, in accordance with the current Amalgamated Transit Union (ATU1) Collective Bargaining Agreement.

Table of District Position Classifications (Ord. 110 effective 12/01/2024; Revised 10/07/2026)

Job Title	Class	Annual Salary
General Manager/CEO	GM	376,740
Executive Director, Caltrain	ED	379,557

SALARY PAY STRUCTURE
Effective 11/05/2025
Revised 10/07/2026

Grade	Annual Pay Range Minimum	Annual Pay Range 30%	Annual Pay Range Midpoint	Annual Pay Range 70%	Annual Pay Range Maximum
A	$46,603	$52,195	$55,923	$59,652	$65,244
B	$48,933	$54,805	$58,720	$62,634	$68,506
C	$51,380	$57,545	$61,656	$65,766	$71,931
D	$53,949	$60,422	$64,738	$69,054	$75,528
E	$56,646	$63,444	$67,975	$72,507	$79,304
F	$59,478	$66,616	$71,374	$76,132	$83,270
G	$62,452	$69,946	$74,943	$79,939	$87,433
H	$65,575	$73,444	$78,690	$83,936	$91,805
I	$72,296	$80,972	$86,756	$92,539	$101,215
J	$79,707	$89,271	$95,648	$102,024	$111,589
K	$87,877	$98,422	$105,452	$112,482	$123,027
L	$96,884	$108,510	$116,261	$124,011	$135,637
M	$106,815	$119,632	$128,178	$136,723	$149,540
N	$117,763	$131,895	$141,316	$150,737	$164,868
O	$129,834	$145,414	$155,800	$166,187	$181,767
P	$143,142	$160,319	$171,770	$183,221	$200,398
Q	$157,814	$176,751	$189,376	$202,001	$220,939
R	$165,704	$185,589	$198,845	$212,102	$231,986
S	$173,990	$194,868	$208,787	$222,707	$243,585
T	$191,823	$214,842	$230,188	$245,534	$268,553
U	$211,485	$236,864	$253,782	$270,701	$296,080
V	$222,060	$248,707	$266,472	$284,236	$310,884
W	$244,821	$274,199	$293,785	$313,371	$342,749
X	$269,915	$302,305	$323,898	$345,491	$377,881

Table of District Position Classifications (Ord. 111 effective 11/05/2025; Revised 10/07/2026)

Job Title	Pay Grade	Annual Salary Range		
		Minimum	Midpoint	Maximum
Accessibility Coordinator	M	106,815	128,178	149,540
Accessibility Specialist	J	79,707	95,648	111,589
Accountant I*	J	79,707	95,648	111,589
Accountant II*	L	96,884	116,261	135,637
Accountant III	N	117,763	141,316	164,868
Accounting Specialist	I	72,296	86,756	101,215
ADA Administrator	N	117,763	141,316	164,868
ADA Coordinator	M	106,815	128,178	149,540
Administrative Analyst I*	K	87,877	105,452	123,027
Administrative Analyst II*	L	96,884	116,261	135,637
Administrative Analyst III	N	117,763	141,316	164,868
Administrative Support Specialist	I	72,296	86,756	101,215
Application Systems Analyst III	O	129,834	155,800	181,767
Assistant District Secretary	K	87,877	105,452	123,027
Assistant Manager, Bus Maintenance	O	129,834	155,800	181,767
Assistant Manager, Bus Transportation	O	129,834	155,800	181,767
Assistant Manager, Facilities Maintenance	N	117,763	141,316	164,868
Assistant Manager, Transit Operations Training	N	117,763	141,316	164,868
Assistant Transportation Planner*	K	87,877	105,452	123,027
Associate Transportation Planner*	L	96,884	116,261	135,637
Billing Manager	P	143,142	171,770	200,398
Budget Analyst I*	J	79,707	95,648	111,589
Budget Analyst II*	L	96,884	116,261	135,637
Business Intelligence Administrator	N	117,763	141,316	164,868
Business Intelligence Analyst III	O	129,834	155,800	181,767
Business Systems Analyst III	O	129,834	155,800	181,767
Cash Specialist	I	72,296	86,756	101,215
Chief Administration Officer	W	244,820	293,785	342,749
Chief Communications Officer	W	244,820	293,785	342,749
Chief Financial Officer	W	244,820	293,785	342,749
Chief Information and Technology Officer	W	244,820	293,785	342,749
Chief Officer, Transportation Authority	W	244,820	293,785	342,749
Chief Operating Officer, Bus	W	244,820	293,785	342,749
Chief People Officer	W	244,820	293,785	342,749
Chief Planning Officer	W	244,820	293,785	342,749
Civil Rights Analyst I*	K	87,877	105,452	123,027
Civil Rights Analyst II*	L	96,884	116,261	135,637
Claims Administrative Assistant	J	79,707	95,648	111,589
Classification and Compensation Administrator	N	117,763	141,316	164,868
Contract Administrator	N	117,763	141,316	164,868
Contract Compliance Administrator	N	117,763	141,316	164,868
Customer Experience Coordinator	L	96,884	116,261	135,637
Customer Experience Specialist	I	72,296	86,756	101,215
Customer Experience Supervisor	N	117,763	141,316	164,868
Customer Relations Specialist	I	72,296	86,756	101,215

Table of District Position Classifications (Ord. 111 effective 11/05/2025; Revised 10/07/2026)

Job Title	Pay Grade	Annual Salary Range		
		Minimum	Midpoint	Maximum
Cybersecurity Analyst	N	117,763	141,316	164,868
Cybersecurity Architect	P	143,142	171,770	200,398
Data Analyst III	M	106,815	128,178	149,540
Data Support Specialist	I	72,296	86,756	101,215
Database Analytics Engineer	O	129,834	155,800	181,767
Database Architect	P	143,142	171,770	200,398
Database/Middleware Administrator	O	129,834	155,800	181,767
DBE Admininstrator	N	117,763	141,316	164,868
Deputy Chief Financial Officer	V	222,060	266,472	310,884
Deputy Chief, Communications	V	222,060	266,472	310,884
Deputy Director, Bus Maintenance	S	173,990	208,787	243,585
Deputy Director, Bus Transportation	S	173,990	208,787	243,585
Deputy Director, Employee and Labor Relations	S	173,990	208,787	243,585
Deputy Director, Facilities	S	173,990	208,787	243,585
Deputy Director, Intelligent Transportation Systems (ITS)	S	173,990	208,787	243,585
Deputy Director, Office of Civil Rights	S	173,990	208,787	243,585
Deputy Director, Real Estate Management and Development	S	173,990	208,787	243,585
Deputy Director, Safety and Security	S	173,990	208,787	243,585
Deputy District Secretary	P	143,142	171,770	200,398
Deputy General Manager/CEO	X	269,915	323,898	377,881
Designer	K	87,877	105,452	123,027
Digital Communications Specialist	J	79,707	95,648	111,589
Director, Accounting	U	211,485	253,782	296,080
Director, Budgets and Financial Analysis	T	191,823	230,188	268,553
Director, Bus Infrastructure and Capital Projects	U	211,485	253,782	296,080
Director, Bus Maintenance	U	211,485	253,782	296,080
Director, Bus Transportation	U	211,485	253,782	296,080
Director, Communications	T	191,823	230,188	268,553
Director, Contracts and Procurement	U	211,485	253,782	296,080
Director, Customer Experience	U	211,485	253,782	296,080
Director, Facilities Maintenance	U	211,485	253,782	296,080
Director, Financial Planning and Analysis	T	191,823	230,188	268,553
Director, Government & Community Affairs	T	191,823	230,188	268,553
Director, Grants and Fund Management	T	191,823	230,188	268,553
Director, Human Resources	U	211,485	253,782	296,080
Director, Information Technology	U	211,485	253,782	296,080
Director, Planning	T	191,823	230,188	268,553
Director, Planning and Fund Management	T	191,823	230,188	268,553
Director, Project Delivery	U	211,485	253,782	296,080
Director, Real Estate and Development	T	191,823	230,188	268,553
Director, Safety and Security	U	211,485	253,782	296,080
Director, Treasury	T	191,823	230,188	268,553
Distribution Clerk	H	65,575	78,690	91,805
Distribution Coordinator	K	87,877	105,452	123,027
EEO Program Administrator	N	117,763	141,316	164,868

Table of District Position Classifications (Ord. 111 effective 11/05/2025; Revised 10/07/2026)

Job Title	Pay Grade	Annual Salary Range		
		Minimum	Midpoint	Maximum
Electrician, High Voltage Qualified	O	129,834	155,800	181,767
Employee Relations Administrator	N	117,763	141,316	164,868
Employee Relations Analyst I	K	87,877	105,452	123,027
Employee Relations Analyst II	L	96,884	116,261	135,637
Engineer I	M	106,815	128,178	149,540
Engineer II	N	117,763	141,316	164,868
Engineer III (Energy Management Systems)	O	129,834	155,800	181,767
Environmental Compliance Coordinator	L	96,884	116,261	135,637
Executive Assistant II	J	79,707	95,648	111,589
Executive Assistant III	K	87,877	105,452	123,027
Executive Officer, District Secretary, Executive Administration	Q	157,814	189,376	220,939
Facilities Contract Administrator	N	117,763	141,316	164,868
Facilities Project Engineer	O	129,834	155,800	181,767
Fare Program Operations Specialist	I	72,296	86,756	101,215
Financial Analyst II	L	96,884	116,261	135,637
Financial Reporting Accountant	M	106,815	128,178	149,540
Financial Specialist (Part-time)	I	72,296	86,756	101,215
GIS Administrator	N	117,763	141,316	164,868
GIS Architect	P	143,142	171,770	200,398
Government and Community Affairs Officer	N	117,763	141,316	164,868
Graphic Specialist	I	72,296	86,756	101,215
Human Resources Analyst I*	K	87,877	105,452	123,027
Human Resources Analyst II*	L	96,884	116,261	135,637
Human Resources Business Partner (Rail)	O	129,834	155,800	181,767
Human Resources Project Manager	O	129,834	155,800	181,767
Human Resources Specialist I*	I	72,296	86,756	101,215
Human Resources Specialist II*	J	79,707	95,648	111,589
Information Technology (IT) Analyst II	L	96,884	116,261	135,637
Information Technology (IT) Enterprise Architect	P	143,142	171,770	200,398
Information Technology (IT) Operations Supervisor	N	117,763	141,316	164,868
Information Technology (IT) Security Architect II	P	143,142	171,770	200,398
Information Technology (IT) System Administrator I	J	79,707	95,648	111,589
Information Technology (IT) Technical Lead/Manager	O	129,834	155,800	181,767
Insurance and Claims Administrator	N	117,763	141,316	164,868
Intelligent Transportation Systems (ITS) Administrator	M	106,815	128,178	149,540
Intelligent Transportation Systems (ITS) Analyst	M	106,815	128,178	149,540
Intelligent Transportation Systems (ITS) Senior Technician	L	96,884	116,261	135,637
Intelligent Transportation Systems (ITS) Technician	K	87,877	105,452	123,027
Internal Communications and Employee Engagement Administrator	M	106,815	128,178	149,540
Maintenance Contract Administrator	N	117,763	141,316	164,868
Manager, Accessible Transit Services	P	143,142	171,770	200,398
Manager, Accounting	Q	157,814	189,376	220,939
Manager, Accounts Payable	P	143,142	171,770	200,398
Manager, Budgets	P	143,142	171,770	200,398
Manager, Bus Contracts	O	129,834	155,800	181,767

Table of District Position Classifications (Ord. 111 effective 11/05/2025; Revised 10/07/2026)

Job Title	Pay Grade	Annual Salary Range		
		Minimum	Midpoint	Maximum
Manager, Bus Maintenance	P	143,142	171,770	200,398
Manager, Bus Transportation	P	143,142	171,770	200,398
Manager, Civil Rights Programs	P	143,142	171,770	200,398
Manager, Communications	O	129,834	155,800	181,767
Manager, Construction, Bus Infrastructure	Q	157,814	189,376	220,939
Manager, Creative Services	P	143,142	171,770	200,398
Manager, Customer Service	O	129,834	155,800	181,767
Manager, Digital Communications	O	129,834	155,800	181,767
Manager, Environmental Compliance	P	143,142	171,770	200,398
Manager, Facilities Maintenance	O	129,834	155,800	181,767
Manager, Fare Program Operations	P	143,142	171,770	200,398
Manager, Financial Planning and Analysis	P	143,142	171,770	200,398
Manager, Financial Reporting	Q	157,814	189,376	220,939
Manager, Government and Community Affairs	P	143,142	171,770	200,398
Manager, Grants and Fund Programming	P	143,142	171,770	200,398
Manager, Human Resources	Q	157,814	189,376	220,939
Manager, Information Technology (IT) and Telecommunications	P	143,142	171,770	200,398
Manager, Information Technology (IT) Data and Analytics	Q	157,814	189,376	220,939
Manager, Information Technology (IT) Infrastructure Cybersecurity	Q	157,814	189,376	220,939
Manager, Major Corridors Program	P	143,142	171,770	200,398
Manager, Market Research and Development	P	143,142	171,770	200,398
Manager, Materials and Inventory Control	O	129,834	155,800	181,767
Manager, Operations Planning, Bus	P	143,142	171,770	200,398
Manager, Payroll	P	143,142	171,770	200,398
Manager, Planning and Fund Management	Q	157,814	189,376	220,939
Manager, Procurement	P	143,142	171,770	200,398
Manager, Programming and Montitoring	P	143,142	171,770	200,398
Manager, Real Estate Management & Capital Support	P	143,142	171,770	200,398
Manager, Revenue Management	P	143,142	171,770	200,398
Manager, Sales and Marketing	P	143,142	171,770	200,398
Manager, Socal Equity Programs	P	143,142	171,770	200,398
Manager, Strategic Planning	P	143,142	171,770	200,398
Manager, Transit Operations Training	O	129,834	155,800	181,767
Manager, Transit Oriented Development	P	143,142	171,770	200,398
Manager, Treasury Debt & Investments	Q	157,814	189,376	220,939
Market Research Analyst	L	96,884	116,261	135,637
Marketing Specialist	J	79,707	95,648	111,589
Multimedia Specialist	J	79,707	95,648	111,589
Network Administrator II	N	117,763	141,316	164,868
Network Administrator III	O	129,834	155,800	181,767
Operations Contract Administrator	N	117,763	141,316	164,868
Operations Contract Analyst	L	96,884	116,261	135,637
Principal Financial Analyst	O	129,834	155,800	181,767
Principal Grants Analyst	O	129,834	155,800	181,767
Principal Revenue Analyst	O	129,834	155,800	181,767

Table of District Position Classifications (Ord. 111 effective 11/05/2025; Revised 10/07/2026)

Job Title	Pay Grade	Annual Salary Range		
		Minimum	Midpoint	Maximum
Principal Transportation Planner	O	129,834	155,800	181,767
Procurement Administrator I*	K	87,877	105,452	123,027
Procurement Administrator II*	M	106,815	128,178	149,540
Procurement Administrator III	O	129,834	155,800	181,767
Procurement Specialist	J	79,707	95,648	111,589
Program Coordinator, Senior & Mobility	M	106,815	128,178	149,540
Program Manager, External Affairs	O	129,834	155,800	181,767
Program Manager, Facilities	R	165,704	198,845	231,986
Program Manager, Infrastructure	R	165,704	198,845	231,986
Project Coordinator (Communications)	L	96,884	116,261	135,637
Project Manager	O	129,834	155,800	181,767
Public Affairs Specialist	J	79,707	95,648	111,589
Public Information Officer	N	117,763	141,316	164,868
Real Estate Administrator	O	129,834	155,800	181,767
Real Estate Technician	K	87,877	105,452	123,027
Recruitment Coordinator	J	79,707	95,648	111,589
Safety and Security Data Analyst	L	96,884	116,261	135,637
Safety Coordinator	L	96,884	116,261	135,637
Scheduling Specialist	I	72,296	86,756	101,215
Security Coordinator	L	96,884	116,261	135,637
Senior Application Developer	O	129,834	155,800	181,767
Senior Budget Analyst	N	117,763	141,316	164,868
Senior Financial Analyst	N	117,763	141,316	164,868
Senior Grants Analyst	N	117,763	141,316	164,868
Senior Network Engineer	O	129,834	155,800	181,767
Senior Operations Financial Analyst	O	129,834	155,800	181,767
Senior Project Manager	Q	157,814	189,376	220,939
Senior Safety and Security Data Analyst	M	106,815	128,178	149,540
Senior Safety Coordinator	N	117,763	141,316	164,868
Senior Transportation Planner	M	106,815	128,178	149,540
Special Event Coordinator	K	87,877	105,452	123,027
Stores Coordinator	J	79,707	95,648	111,589
Supervisor, Fare Programs Operations	N	117,763	141,316	164,868
Supervisor, Human Resources Shared Services	N	117,763	141,316	164,868
Supervisor, Payroll	N	117,763	141,316	164,868
Surveyor	N	117,763	141,316	164,868
Systems Administrator II	N	117,763	141,316	164,868
Systems Administrator III	O	129,834	155,800	181,767
Systems Software Analyst	O	129,834	155,800	181,767
Title VI Social Equity Administrator	N	117,763	141,316	164,868
Training and Development Administrator	N	117,763	141,316	164,868
Transit Asset Management Analyst	O	129,834	155,800	181,767
Transportation Authority Financial Program Manager	O	129,834	155,800	181,767
Warranty Analyst	J	79,707	95,648	111,589
Web Accessibility Specialist	J	79,707	95,648	111,589

Table of District Position Classifications (Ord. 111 effective 11/05/2025; Revised 10/07/2026)

Job Title	Pay Grade	Annual Salary Range		
		Minimum	Midpoint	Maximum
Web Developer II	K	87,877	105,452	123,027
Web Developer III	M	106,815	128,178	149,540

Note:

*Positions in some class series are flexibly staffed; positions at the II level are normally filled by advancement from the I level; progression to the II level is dependent on (i) management affirmation that the incumbent is performing the full range of duties assigned to the classification; (ii) satisfactory work performance; (iii) the incumbent meeting the minimum qualifications for the classification including any licenses and certifications; and (iv) management approval for progression to the II level.

Table of Caltrain Position Classifications (Ord. 111 effective 11/05/2025; Revised 10/07/2026)

Job Title	Pay Grade	Annual Salary Range		
		Minimum	Midpoint	Maximum
Administrative Analyst II	L	96,884	116,261	135,637
Administrative Analyst III	N	117,763	141,316	164,868
Administrative Support Specialist	I	72,296	86,756	101,215
Assistant Manager, Environmental Compliance	N	117,763	141,316	164,868
Assistant Manager, Rail Operations	N	117,763	141,316	164,868
Assistant Project Manager, Warranty Analysis	N	117,763	141,316	164,868
Assistant Transportation Planner*	K	87,877	105,452	123,027
Associate Transportation Planner*	L	96,884	116,261	135,637
Budget Analyst III	N	117,763	141,316	164,868
Business Operations Project Manager	O	129,834	155,800	181,767
CAD Technician	J	79,707	95,648	111,589
Chief of Staff	W	244,820	293,785	342,749
Chief Operating Officer, Rail	W	244,820	293,785	342,749
Chief Safety Officer	W	244,820	293,785	342,749
Chief, Diridon Station Redevelopment Program (Limited Term - 3 Years)	W	244,820	293,785	342,749
Chief, Rail Commercial & Business Development	W	244,820	293,785	342,749
Chief, Rail Planning	W	244,820	293,785	342,749
Contract Administrator	N	117,763	141,316	164,868
Deputy Director, Caltrain Policy Development	S	173,990	208,787	243,585
Deputy Director, Capital Program Delivery	S	173,990	208,787	243,585
Deputy Director, Capital Program Planning	S	173,990	208,787	243,585
Deputy Director, Construction Services	S	173,990	208,787	243,585
Deputy Director, Infrastructure Engineering	S	173,990	208,787	243,585
Deputy Director, Program Management & Environmental Compliance	S	173,990	208,787	243,585
Deputy Director, Project Controls	S	173,990	208,787	243,585
Deputy Director, Quality Assurance & Standards	S	173,990	208,787	243,585
Deputy Director, Rail Operations	S	173,990	208,787	243,585
Deputy Director, Rail Systems Engineering	S	173,990	208,787	243,585
Deputy Director, Traction Power Engineering	S	173,990	208,787	243,585
Deputy Executive Director, Project Delivery and Caltrain Modernization	X	269,915	323,898	377,881
Director, Budgets and Financial Analysis	T	191,823	230,188	268,553
Director, CalMod Infrastructure Delivery	T	191,823	230,188	268,553
Director, CalMod Traction Power and Blended Systems	T	191,823	230,188	268,553
Director, Capital Program Delivery	U	211,485	253,782	296,080
Director, Capital Program Management	T	191,823	230,188	268,553
Director, Engineering	U	211,485	253,782	296,080
Director, Government & Community Affairs	T	191,823	230,188	268,553
Director, Grants and Fund Management	T	191,823	230,188	268,553
Director, Major Planning Projects	T	191,823	230,188	268,553
Director, Overhead Contact Systems (OCS)	T	191,823	230,188	268,553
Director, Rail Contracts & Budget	T	191,823	230,188	268,553
Director, Rail Maintenance	T	191,823	230,188	268,553
Director, Rail Network and Operations Planning	T	191,823	230,188	268,553
Director, Rail Vehicle Maintenance	T	191,823	230,188	268,553

Table of Caltrain Position Classifications (Ord. 111 effective 11/05/2025; Revised 10/07/2026)

Job Title	Pay Grade	Annual Salary Range		
		Minimum	Midpoint	Maximum
Director, Real Estate Development and TOD	T	191,823	230,188	268,553
Director, Strategy and Policy	T	191,823	230,188	268,553
Director, Systemwide Planning	T	191,823	230,188	268,553
Document Controls Analyst	L	96,884	116,261	135,637
Engineer II	N	117,763	141,316	164,868
Engineer III	O	129,834	155,800	181,767
Enterprise Asset Management (EAM) Analyst II	N	117,763	141,316	164,868
Estimator	O	129,834	155,800	181,767
Executive Assistant III	K	87,877	105,452	123,027
Manager, Asset Management	P	143,142	171,770	200,398
Manager, Business Partnerships	P	143,142	171,770	200,398
Manager, Caltrain Planning	P	143,142	171,770	200,398
Manager, Capital Projects and Environmental Planning	P	143,142	171,770	200,398
Manager, Cost Control	P	143,142	171,770	200,398
Manager, Energy	P	143,142	171,770	200,398
Manager, Engineering	Q	157,814	189,376	220,939
Manager, Engineering Standards	P	143,142	171,770	200,398
Manager, Engineering -Vehicles	P	143,142	171,770	200,398
Manager, Facility Engineering	P	143,142	171,770	200,398
Manager, Fleet Maintenance	P	143,142	171,770	200,398
Manager, Intelligent Infrastructure	P	143,142	171,770	200,398
Manager, Maintenance of Way	P	143,142	171,770	200,398
Manager, Maintenance Rail Equipment	P	143,142	171,770	200,398
Manager, OCS Traction Power Operations	P	143,142	171,770	200,398
Manager, Project Estimates	Q	157,814	189,376	220,939
Manager, Quality Control/Auditor	P	143,142	171,770	200,398
Manager, Rail Communications and Fiber Optics Maintenance	P	143,142	171,770	200,398
Manager, Rail Contracts and Budget	P	143,142	171,770	200,398
Manager, Rail Manuals & Training	P	143,142	171,770	200,398
Manager, Rail Network Engineering	P	143,142	171,770	200,398
Manager, Rail Operations	O	129,834	155,800	181,767
Manager, Rail Operations Planning	P	143,142	171,770	200,398
Manager, Real Estate & TOD	P	143,142	171,770	200,398
Manager, Records Management	O	129,834	155,800	181,767
Manager, Schedule Controls	P	143,142	171,770	200,398
Manager, Signal and Crossing	P	143,142	171,770	200,398
Manager, Standards and Procedures	P	143,142	171,770	200,398
Manager, Stations and Communications Maintenance	O	129,834	155,800	181,767
Manager, Systemwide Planning	P	143,142	171,770	200,398
Manager, Third Party Projects	P	143,142	171,770	200,398
Manager, Train Control Systems	P	143,142	171,770	200,398
Manager, Utilities	P	143,142	171,770	200,398
Office Engineer	N	117,763	141,316	164,868
OT Network Administrator II	N	117,763	141,316	164,868

Table of Caltrain Position Classifications (Ord. 111 effective 11/05/2025; Revised 10/07/2026)

Job Title	Pay Grade	Annual Salary Range		
		Minimum	Midpoint	Maximum
Principal Transporation Planner	O	129,834	155,800	181,767
Program Coordinator, Rail Customer Experience	M	106,815	128,178	149,540
Program Manager	R	165,704	198,845	231,986
Project Controls Analyst II	L	96,884	116,261	135,637
Project Controls Analyst III	N	117,763	141,316	164,868
Project Director, Diridon	T	191,823	230,188	268,553
Project Manager	O	129,834	155,800	181,767
Quality Assurance Engineer	N	117,763	141,316	164,868
Quality Assurance/Quality Control Auditor	N	117,763	141,316	164,868
Rail Liaison	N	117,763	141,316	164,868
Rail Operations Analyst III	N	117,763	141,316	164,868
Rail Safety Officer	N	117,763	141,316	164,868
Scheduler	O	129,834	155,800	181,767
Senior Cost Engineer	O	129,834	155,800	181,767
Senior Energy Analyst	N	117,763	141,316	164,868
Senior Manager, Rail Systems Engineer	Q	157,814	189,376	220,939
Senior Project Manager	Q	157,814	189,376	220,939
Senior Rail Safety Officer	O	129,834	155,800	181,767
Senior Transportation Planner	M	106,815	128,178	149,540
Transportation Asset Management (TAM) Analyst II	N	117,763	141,316	164,868
Utility Coordinator	N	117,763	141,316	164,868

Note:

*Positions in some class series are flexibly staffed; positions at the II level are normally filled by advancement from the I level; progression to the II level is dependent on (i) management affirmation that the incumbent is performing the full range of duties assigned to the classification; (ii) satisfactory work performance; (iii) the incumbent meeting the minimum qualifications for the classification including any licenses and certifications; and (iv) management approval for progression to the II level.

Table of Represented Position Classifications (Ord. 111 effecitve 11/05/2025; Revised 10/07/2026)

Job Title	Authorized Positions	Class	Salary Range
Bus Contracts Inspector	3	IBT2	a
Bus Operator (full-time/part-time)(b)	350	ATU1	a
Bus Operator Mentor Coordinator	1	TBD	a
Bus Operator Trainee	as needed	ATU1	$27.00 hour
Bus Transportation Supervisor	16	IBT1	a
Customer Service Representative 1 (full-time)	11	ATU2	a
Customer Service Representative 1 (part-time)	1	ATU2	a
Customer Service Representative 2	2	ATU2	a
Dispatcher	8	IBT1	a
Facilities Technician	6	IBT5	a
Maintenance Instructor	3	IBT4	a
Maintenance Supervisor	7	IBT4	a
Mechanic "A"	35	ATU1	a
Mechanic "B"	19	ATU1	a
Mechanic "C"	10	ATU1	a
Radio Controller	3	IBT1	a
Receptionist	1	ATU2	a
Storeskeeper	7	ATU1	a
Transit Instructor	10	IBT3	a
Utility Maintenance Supervisor	2	IBT4	a
Utility Worker	31	ATU1	a

Notes:

(a) Wages established in accordance with the Collective Bargaining Agreements with the Amalgamated Transit Union, Local 1574 (ATU1 - Bus Operators and Maintenance Employee Unit and ATU2 - Customer Service Unit) and the International Brotherhood of Teamsters, Local 856 (IBT1 - Bus Transportation Supervisory Unit, IBT2 - Bus Contracts Inspector Unit, IBT3 - Transit Instructor Unit, IBT4 - Utility and Maintenance Supervisor and Maintenance Instructor Unit, and IBT5 - Facilities Technician Unit).

(b) Part-time operators shall not exceed 17 percent of the total number of operators, in accordance with the current Amalgamated Transit Union (ATU1) Collective Bargaining Agreement.

Table of General Manager and Executive Director Position Classifications (Ord. 111 effective 11/05/2025; Revised 10/07/2026)

Job Title	Class	Salary Range
General Manager/CEO	GM	389,926
Executive Director, Caltrain	ED	392,841

BOARD OF DIRECTORS 2026

MARIE CHUANG, CHAIR
BROOKS ESSER, VICE CHAIR
DAVID J. CANEPA
MARINA FRASER
JEFF GEE
RICO E. MEDINA
JOSH POWELL
PETER RATTO
JACKIE SPEIER

APRIL CHAN
GENERAL MANAGER/CEO

AGENDA

San Mateo County Transit District

Strategic Planning, Development, and Sustainability Committee Meeting
Committee of the Whole

October 7, 2026 – 2:25 pm

or immediately following the Finance Committee meeting

Public Hearing Room, 5th Floor
166 North Rollins Road, Millbrae, CA 94030

Committee Members: Josh Powell (Chair), David J. Canepa, Brooks Esser

14.a.	Call to Order	
14.b.	Approval of Minutes of the Strategic Planning, Development, and Sustainability Committee Meeting of September 2, 2026	Motion
14.c.	Grand Boulevard Initiative (GBI) Program Update	Informational
14.d.	Update on North Base	Informational
14.e.	Adjourn	

Note:

- This Committee meeting may be attended by Board Members who do not serve on this Committee. In the event that a quorum of the entire Board is present, this Committee shall act as a Committee of the Whole. In either case, any item acted upon by the Committee or the Committee of the Whole will require consideration and action by the full Board of Directors as a prerequisite to its legal enactment.
- All items appearing on the agenda are subject to action by the Committee. Staff recommendations are subject to change by the Committee.

San Mateo County Transit District
Strategic Planning, Development, and Sustainability Committee Meeting / Committee of the Whole
Regular Meeting

166 North Rollins Road, Millbrae, California 94030
1759 South Jameson Lane, Montecito, California 93108

DRAFT Minutes of September 2, 2026

Members Present (In Person): David J. Canepa, Brooks Esser, Josh Powell (Chair)

Members Absent: None

Other Board Members Present Constituting Committee of the Whole: Marie Chuang, Marina Fraser, Jeff Gee, Rico E. Medina, Peter Ratto

Other Board Members Present Constituting Committee of the Whole (Via Teleconference): Jackie Speier

Other Board Members Absent: None

Staff Present: B. Baney, J. Cassman, A. Chan, L. Lumina-Hsu, M. Tseng

10.a. Call to Order
Committee Chair Powell called the meeting to order at 3:23 pm.

10.b. Approval of Minutes of the Strategic Planning, Development, and Sustainability Committee Meeting of August 5, 2026
Motion/Second: Medina/Canepa
Ayes: Canepa, Fraser, Gee, Medina, Powell, Ratto, Speier, Esser, Chuang
Noes: None
Absent: None

10.c. San Mateo County Transit District Sustainability Update
Public Comment
Aleta Dupree, Team Folds, commented on electricity and battery electric buses.

Adrian Brandt commented on hydrogen, zero-emission, and battery electric buses, and hydrogen production effects.

10.d. Adjournment
The meeting adjourned at 3:48 pm.

DRAFT

San Mateo County Transit District
Staff Report

To:	Board of Directors
Through:	April Chan, General Manager/CEO
From:	Joshuah Mello, Chief Planning Officer
Subject:	**Grand Boulevard Initiative (GBI) Program Update**

Action

This report is for information only.

Significance

Grand Boulevard Initiative (GBI) is a multi-agency partnership led by San Mateo County Transit District (SamTrans or District) and the San Mateo County Transportation Authority (SMCTA). The partnership involves 15 local jurisdictions, the City and County Association of Governments of San Mateo County (C/CAG), the Metropolitan Transportation Commission (MTC), California State Department of Transportation (Caltrans), advocacy organizations, and business groups.

GBI aims to establish and advance a cohesive, countywide vision for modernizing transportation infrastructure on El Camino Real, also known as State Route 82. GBI's vision is to make El Camino Real a safe and vibrant street where people of all ages and abilities travel comfortably.

GBI provides an overarching framework for improvements along El Camino Real. The GBI Project Initiation Document (PID) is the required first step in the Caltrans project approval process and creates a coordinated pathway to advance city-led corridor projects and the Central El Camino Real Multimodal Plan. Additional GBI initiatives include the Redwood City Bus Boarding Islands project.

Project Initiation Document (PID)

The GBI Action Plan is a visioning document that serves as the feasibility study for the PID, the first phase of Caltrans' project approval process. The SamTrans and SMCTA Boards adopted the GBI Action Plan in January 2026.

Following adoption, SamTrans kicked off the PID and signed a cooperative agreement with Caltrans in April 2026. The PID phase is anticipated to take approximately 18 months. The PID covers most of El Camino in San Mateo County[1], which will allow for a cohesive design for the

[1] excepting segments of El Camino in Colma, Burlingame, and Redwood City where Caltrans- or locally- sponsored projects are in design or construction. A short segment of Palo Alto in Santa Clara County up to the Palo Alto Transit Center is also included in the PID.

corridor and reduces the time, cost, and administrative burden on local jurisdictions to lead and sponsor their own projects through the Caltrans process.

The PID establishes the scope, purpose and need, preliminary alternatives, and initial engineering analyses necessary to advance a project into Caltrans' subsequent Project Approval and Environmental Document (PA&ED) phase. PA&ED is the environmental review phase, during which the preferred design alternatives will be further developed and evaluated.

The PID will incorporate and assess locally developed design alternatives, including those identified through the Central El Camino Real Multimodal Plan, to develop a coordinated range of corridor-wide improvement options. The PID is currently anticipated to occur from 2027-2028.

Central El Camino Real Multimodal Plan
The Central El Camino Real Multimodal Plan identifies conceptual design alternatives that advance multimodal safety along El Camino Real in the cities of San Mateo, Belmont, San Carlos, and the northern portion of Redwood City to Brewster Avenue. SamTrans secured MTC grant funding for this study in 2024 in order to ensure this segment could advance alternatives into the PID process as part of the larger GBI program.

The study began in early 2025 and was completed in September 2026. Throughout the study, SamTrans conducted extensive public and stakeholder engagement to identify local needs and refine potential design alternatives. Engagement activities included:

- Multilingual in-person outreach and tabling events
- Virtual workshops
- Walk audits
- Community-based organization-led meetings
- Presentations to commissions, stakeholder organizations, and city councils

In September 2026, SamTrans staff presented the final Plan to the city councils of San Mateo, Belmont, San Carlos, and Redwood City. Each city council unanimously adopted a resolution supporting SamTrans' coordination with Caltrans and local jurisdictions to plan, design and implement complete streets improvements on El Camino Real.

Redwood City Bus Boarding Islands
In 2024, MTC awarded SamTrans a $1.4 million Bus Accelerated Infrastructure Delivery (BusAID) grant to plan and design 14 bus boarding islands in Redwood City.

Bus boarding islands are a proven tool to reduce bus delays and improve the efficient operations of buses. The proposed boarding islands will improve Route ECR travel times by reducing or eliminating the time buses spend merging into and out of traffic at stops by up to five minutes for each direction within the project area. The bus boarding islands will maintain a continuous protected bicycle lane along El Camino Real, improving safety and comfort for people bicycling while supporting more efficient transit operations.

In 2026, SamTrans was awarded an MTC $5.1 million Low Carbon Transit Operations Program (LCTOP) state grant to support construction costs. Redwood City also requested an additional $2.3 million from SMCTA to fill the construction funding gap through a special circumstances request to the Measure A and W Highway Program in the October 2026 SMCTA Board Meeting.

The project represents a unique collaboration with Caltrans. SamTrans is providing matching funding to add these 14 bus boarding islands to an existing Caltrans Bicycle Safety project (Caltrans Project # EA-04-1W130) in Redwood City, which is further advanced in the Caltrans project development process, as it is currently in PA&ED. This coordination creates an opportunity to deliver the boarding islands sooner than other elements of the GBI program. Construction is anticipated to begin in 2028.

The project will provide an early demonstration of multimodal improvements along El Camino Real, delivering more efficient bus service and safer bicycle facilities while informing future corridor-wide implementation.

More information
For more information on GBI, the Central El Camino Real Multimodal Plan, and TSP, please visit the following District webpages:

- www.samtrans.com/GBI
- www.samtrans.comCentralElCamino

Budget Impact
There is no budget impact associated with this item. Projects within the GBI program have received a variety of external grants, including the following: $2 million grant BusAID grant from MTC, $1.4 million BusAID grant, and a $5.1 million LCTOP grant.

Background
El Camino Real serves as San Mateo County's main street, connecting downtowns and key destinations, but its infrastructure still largely reflects its historic role as a highway catering to automobile travel along the Peninsula. This mismatch results in one of the highest rates of injury collisions among streets in San Mateo County and creates barriers and conflicts for people walking, biking, and riding transit. SamTrans recently completed the El Camino Real Bus Speed and Reliability Study (adopted by SamTrans' Board of Directors in 2022), which investigates operational challenges and opportunities to improve reliability and operational

efficiency for Route ECR. This study laid the groundwork for the development of the Major Corridors Program at SamTrans and the projects detailed in this Staff Report.

Prepared By:	Cassie Halls	Major Corridors Manager, Planning	650-508-7766
	Millie Tolleson	Director, Planning	650-647-3044



Grand Boulevard Initiative Program Update

Cassie Halls & Millie Tolleson

Agenda

1. Grand Boulevard Initiative Update
   - Central El Camino Real Plan
   - Redwood City Bus Boarding Islands
2. Staying Informed

Grand Boulevard Initiative Update



What is the Grand Boulevard Initiative?

The Grand Boulevard Initiative (GBI) is a partnership between cities, countywide agencies, Caltrans, advocates, and business groups.

The purpose of GBI is to advance a cohesive countywide vision for modernizing El Camino Real (SR 82) to improve safety and mobility.





GBI is Coordinating Across Nine Different Projects and Studies Underway



- Every city in San Mateo County has been working on complete streets studies for El Camino.
- In parallel, GBI serves as a forum for collaboration and continuity across these local studies.
- Countywide Caltrans process reduces cost and burden for cities and ensures continuity.



Community Based Organization Meeting at Catholic Charities



Example of a completed corridor study from Redwood City

2026 Accomplishments

- SamTrans and SMCTA boards adopted the GBI Action Plan in January
- SSF El Camino Real Mobility Plan and Central El Camino Plan completed
- Project Initiation Document (PID) kicked off with Caltrans in April
- Secured $5.1M LCTOP grant for bus boarding islands in Redwood City



GBI Timeline

GBI Action Plan & Local Corridor Studies

Action Plan 2.0 Implementation Strategy

2026 | 2027-28 | 2028-29 | 2030+

Caltrans Project Development Process

Project Initiation Document (PID)

- Define scope, cost, schedule, and analysis approach

We are here!

Project Approval & Environmental Document (PA&ED)

- Preferred alternative, environmental analysis
- Public engagement

Plans, Specifications, & Estimates (PS&E)

- Design project

Construction

- Build project

Draft Purpose and Need Statement

Project Purpose: Provide comfortable, convenient, and connected complete street upgrades that improve safety for vulnerable users and enhance mobility for transit riders, pedestrians, and bicyclists, including:



Reducing fatal and serious injury crashes



Improving transit facilities, travel times, and reliability

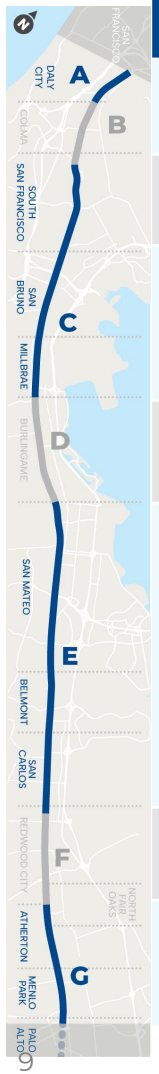


Facilitating a connected low-stress bicycle network



Enhancing pedestrian walkability and accessibility

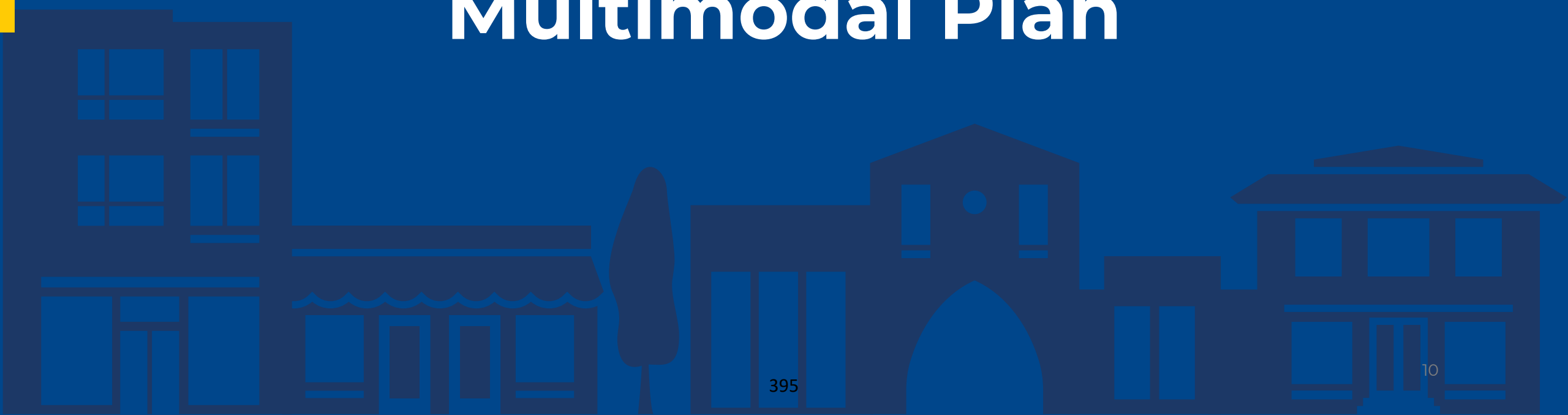
Alternatives Summary



ZONE	AREA	EXISTING CONDITIONS	ALTERNATIVE 1	ALTERNATIVE 2
A	**Gateway** San Francisco & Daly City	4 P	2-4 · bike · walk · P	2-4 · bike · P
B	Colma & SSF	4-6 P	4 · bike	4 · bike · P
C	**North County** South San Francisco, San Bruno, Millbrae	6 P	2-4 · bus · bike · walk · P	6 · bike · P
D	Burlingame	4	4	4
E	**Central County** San Mateo, Belmont, San Carlos, Redwood City	4-6 P 4-6 P	4 · bus · walk · P 4 · bus · bike	4-6 · bike 4 · bike · walk · P
F	Redwood City/North Fair Oaks	4 P	4 · bike	4 · bike
G	**South County** Atherton, Menlo Park, Palo Alto	4-6 P 4-6 P	4 · bike · walk 4 · bus · bike	6 · bike · walk · P 4-6 · bike

*Some segments include additional variations to the two core alternatives based on City input and local context.

Central El Camino Real Multimodal Plan



Project Overview and Purpose

The Central El Camino Real Multimodal Plan: Envisioning a Vibrant Corridor



The Central El Camino Plan is working to create a shared vision for El Camino Real across the cities of **Belmont**, **San Carlos, San Mateo,** and a small portion of **Redwood City**

The goal of this project is to improve El Camino to better serve people **walking, biking, and taking transit**

The Plan will be advanced as part of a countywide **Caltrans project development process facilitated by GBI**

Community Engagement

Community Feedback

- Congestion along El Camino Real at cross-streets leading to US-101
- Need for separated bike facilities
- Consensus on need for safer pedestrian crossings with increased visibility
- Need for bus stop amenities, higher bus frequencies and better infrastructure
- Desire for more trees to provide shade

"This is a scary crosswalk. Lots of high-speed traffic."

"Sidewalks [are] too narrow in front of businesses"

“Separated bike lane and prioritized transit lanes is a terrific idea!”

“Please keep parking on both sides of El Camino”

Quotes from feedback received in online surveys



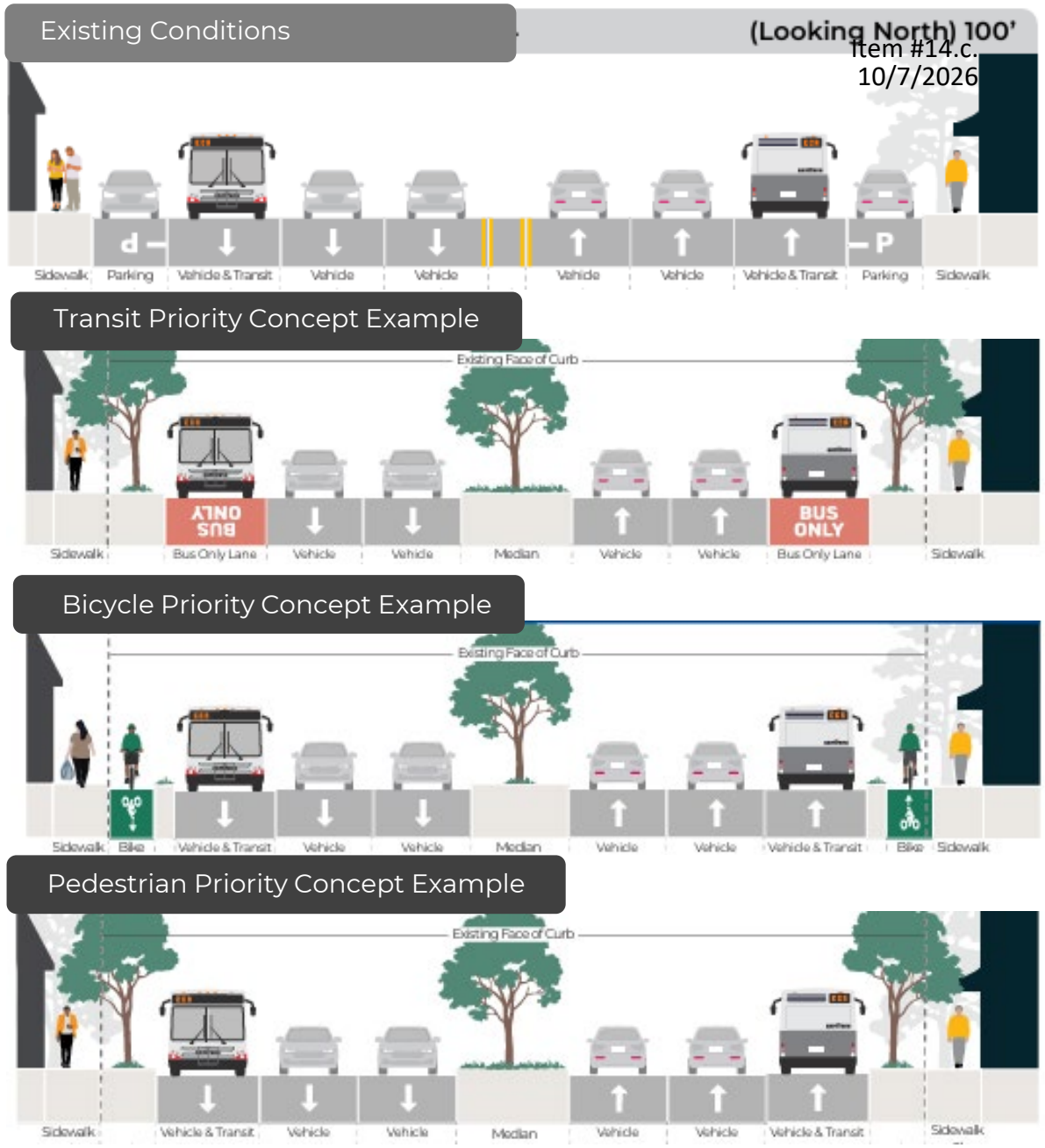
Peninsula Family Service CBO Meeting



Walk Audit Participants in San Carlos

Example Design Concepts Included in the Plan

- Alternatives fall into themes:
  - Transit priority
  - Bicycle priority
  - Pedestrian priority
- All alternatives include safety, urban greening, and bus stop improvements



City Council Support

All City Council partners passed resolutions in support of SamTrans continuing to coordinate improvements on El Camino Real with the cities and Caltrans through the project development process

CITY COUNCIL MEETING	RESOLUTION PASSED
Belmont City Council	September 8, 2026
San Carlos City Council	September 14, 2026
San Mateo City Council	September 22, 2026
Redwood City Council	September 28, 2026



Redwood City
Bus Boarding Islands

Adding transit priority into existing Caltrans Safety project

- Partnership between SamTrans, Redwood City, County of San Mateo, and Caltrans
- Incorporated 14 bus boarding islands into Caltrans' planned Redwood City Bike Safety project
- Aligns with Redwood City's adopted El Camino Real Corridor Plan (2017)



Source: El Camino Real Corridor Plan for Redwood City (2017)

Project will improve bus speed and reliability for Route ECR, and provide other benefits

- Reduces bus travel times by up to five minutes in each direction
- Creates a dedicated path of travel for bikes, increasing safety & comfort
- Boarding Islands improve customer experience at bus stops



Bus boarding island in Albany on SR-123 / San Pablo Ave

Project timeline is expedited, providing an early win for GBI

- Two MTC grants awarded to SamTrans:
  - $1.65M to fund design phases
  - $5.1M for construction
- Redwood City requested $2.3M from SMCTA to address funding gap
- Cooperative agreement with Caltrans is under development
- Moving to construction in 2028

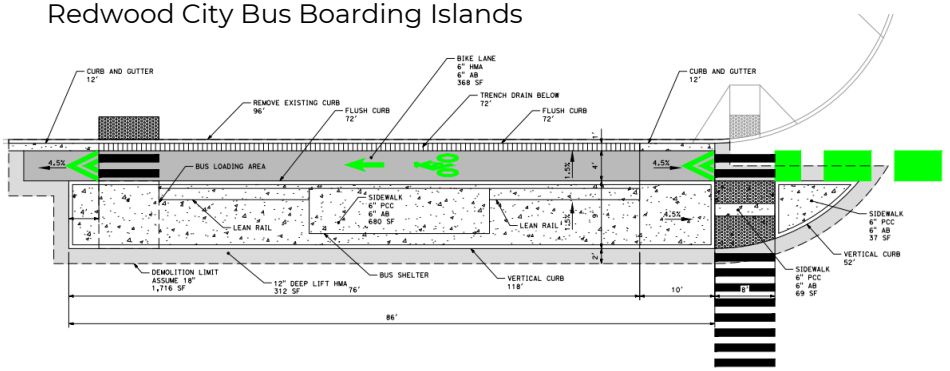
Staying Informed

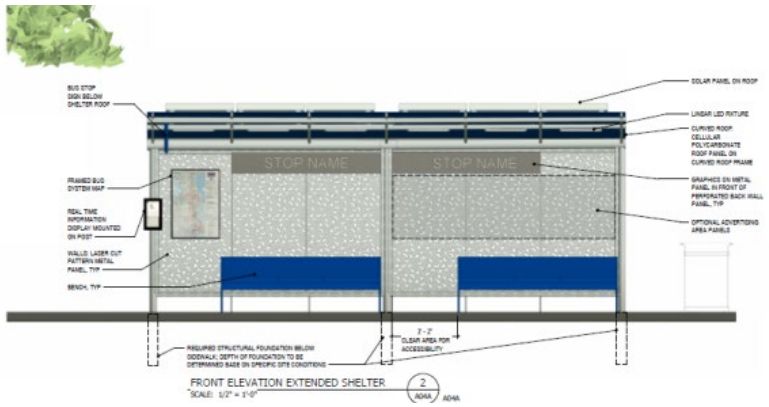


2027 GBI Lookahead

- Complete GBI Project Initiation Document (PID) in late 2027
- Kick off GBI Action Plan 2.0 Implementation Strategy for GBI
- Apply for 2027 SMCTA Highway Call for Projects for Project Approvals and Environmental Document (PA&ED) phase
- Support integration of bus boarding islands into Caltrans' Redwood City SHOPP project

Redwood City Bus Boarding Islands







More Information & Updates Online

- Grand Boulevard Initiative
  - samtrans.com/GBI
- Central El Camino Real Multimodal Plan
  - samtrans.com/CentralElCamino
- Email us at:
  - grandboulevard@samtrans.com



Thank you!

For more information, please visit:
www.samtrans.com/gbi

For questions & comments, please email:
grandboulevard@samtrans.com

The GBI Action Plan and Project Initiation Document are funded by SamTrans, a grant from the Metropolitan Transportation Commission, as well as a grant of local transportation sales tax dollars from the San Mateo County Transportation Authority

samTrans

San Mateo County Transit District
Staff Report

To: Board of Directors

Through: April Chan, General Manager/CEO

From: Joshuah Mello, Chief Planning Officer

Zhiming Fan, Director of Infrastructure

Subject: **Update on North Base**

Action

This report is informational only. No action is required.

Staff is providing an update on the North Base (NB) sea level rise and relocation analysis, including preliminary operational, cost, geotechnical, and real-estate findings. Based on work completed to date, staff's preliminary conclusion is that remaining at and protecting NB is currently the more practicable long-term direction, compared to relocation.

Significance

San Mateo County Transit District (SamTrans or District) initiated the North Base Relocation Analysis to evaluate alternatives for addressing sea level rise and aging facility needs at NB while maintaining reliable long-term bus operations. This analysis follows the June 2025 NB Sea Level Rise Protection update to the Board of Directors (Board) and staff recommendation to proceed with the Perimeter Protection alternative. The Perimeter Protection alternative would provide flood protection to SamTrans's North Base facilities with shoreline protection components such as a combination of levee and seawall. The analysis supports the environmental review and permitting required for the Perimeter Protection project, including evaluation of feasible alternatives such as relocation to inform the Least Environmentally Damaging Practicable Alternative (LEDPA) under the Clean Water Action Section 404.

North Base is a mission-critical operating base, not simply a land asset. It supports approximately 39 percent of SamTrans fixed-route revenue hours and provides maintenance, dispatch, training, fueling, paratransit support, fleet storage, and other essential operating functions. North Base also supports the District's zero emissions fleet program as SamTrans' primary facility for hydrogen fuel cell buses. By 2040, the North Base fleet is projected to have a value of approximately $233 million to $285 million. Replacing these functions would require establishing a site with comparable hydrogen-fueling, maintenance, utility, fleet-storage, and operating capacity.

The analysis to-date indicates that retaining and protecting North Base provides a material planning-level cost advantage over developing a replacement base in the constrained South San Francisco real estate market. This conclusion also reflects considerations beyond cost, including the difficulty of assembling and controlling a sufficiently large replacement site; the time and uncertainty associated with environmental review, remediation, permitting, utility upgrades, and construction; and the need to maintain uninterrupted operations at North Base throughout any relocation transition. Relocation would not eliminate all resilience risks, as the leading candidate site also has flood exposure and site-development constraints that would require further mitigation and validation.

Budget Impact

No budget action is requested with this information item. Future budget impacts will depend on the Board's long-term direction.

Near-Term North Base Investments—Unavoidable Costs

Staff will continue to make near-term North Base infrastructure and capital-programming decisions based on the planning assumption that SamTrans will remain at North Base. Even under a relocation scenario, the earliest potential move evaluated is approximately 2040. Accordingly, North Base must remain safe, reliable, and operational while any replacement facility is acquired, designed, permitted, constructed, commissioned, and placed in service. Table 1 below shows some of the larger estimated near-term North Base capital expenditures needed. The estimated costs of near-term North Base investments ranges from $148 million to $203 million, on average $163 million.

Table 1 – North Base near term capital investments—Unavoidable Costs

Largest Estimated Expenditures Included in Costs Above (Not Exhaustive)	
State of good repair (SOGR) projects	$50M
New Building 200 (or Temp Building 200 Trailer)	$37M (or $10M)
Project delivery (soft costs)	$34M
Maintenance bay mods for FCEBs	$20M
Permanent H2 refueling station	$17.4 M
Water line/fire line replacement	$2.8M
Acquisition of remainder of island	$2.6M
Estimated Total	~ $163M

Long-Term Cost Comparison
The study planning-level comparison of staying at NB versus relocating estimates that remaining at North Base through Fiscal Year 2060 (FY2060) would cost approximately **$1 billion (Alternative 1A)**, compared with approximately **$1.4 billion (Alternative 2)** to relocate in 2040 and operate a replacement facility through FY2060. The estimates are expressed in year-of-expenditure dollars, include escalation to the midpoint of construction, soft and hard construction costs, project-delivery costs, and contingency allowances, and exclude financing costs.

Prior to the study commencement, a cost model determined that a Bay-facing perimeter sea level rise mitigation concept around North Base, estimated at approximately **$334 million**, was the preferred alternative (Alternative 1) among other regional approaches with costs shared and benefiting SamTrans and other agencies and property owners.

Based on additional research requested by the Board Ad-hoc Committee, staff has developed a refined version of Alternative 1, which includes an inland seawall flood-protection wall located landward of the shoreline which is estimated at approximately **$260 million** (Alternative 1A)**.** The inland seawall approach is intended to reduce construction and related environmental and permitting complexity while protecting the operational campus and accommodating current and future facilities. Table 2 shows the preliminary inland-wall concept estimates.

Table 2 – Preliminary Inland Wall Concept Estimates

Flood-Protection Phase	Planning-Level Estimate	Purpose
Phase 1	Approximately $180 million	Protection through approximately 2060
Phase 2	Approximately $80 million	Extends protection beyond 2060
Total	**Approximately $260 million**	**Conceptual phased inland flood-protection strategy**

These remain conceptual estimates and require further design, geotechnical investigation, environmental review, permitting, constructability analysis, and cost validation before a project budget is established.

The costs for the three different alternatives can be summarized as follows:

- Alternative 1 is the previously identified Bay-facing Perimeter Protection approach, which would retain North Base and provide shoreline flood protection through levee and seawall improvements.

- Alternative 1A is an inland seawall flood-protection approach developed during the relocation analysis at the request of the Ad-Hoc Board Committee, which would also retain North Base but locate the primary protection feature landward of the shoreline.
- Alternative 2 is relocation of North Base to a replacement operating and maintenance facility.

In sum, the current analysis indicates that Alternative 1A is the more practicable approach at this stage because it retains North Base's integrated operating capability while reducing the construction and permitting complexity associated with Alternative 1 and avoiding the higher cost, site-assembly, transition, and operational-continuity risks associated with Alternative 2.

Relocation Costs and Real Estate Considerations
Relocation would require a separate Board-approved funding strategy, property-acquisition strategy, facility-delivery schedule, and operational-transition plan before SamTrans could commit to property acquisition or construction.

The study's leading relocation alternative is the combined **135 North Access Road / 501 South Airport Boulevard** site in South San Francisco (see Table 3). The consultant looked at all possible sites in San Mateo County using multiple criteria. The consultant reduced the list to 13 potential sites and then evaluated them against operational access, utilities, environmental conditions, cost, schedule, and availability. The combined site ranked highest among the sites screened; however, this site is much smaller and also exposed to sea level rise concerns. The most direct benefit is that one of the sites is currently for sale and both sites are vacant.

Table 3 – 135 North Access Road / 501 South Airport boulevard Relocation Alternative

Candidate Site Characteristic	Description
Total site area	11.44 acres
Existing North Base site area	18 acres
Ownership	Two separately owned parcels
Preliminary market value	$66.87 million–$81.37 million
Key constraints	Site assembly, remediation, flood exposure, permitting, utilities, and proved operational fit (preliminary site plan exists)

The candidate relocation site is smaller than North Base; however, a preliminary site plan prepared as part of the study indicates that it could accommodate full North Base operations through 2060, including projected fleet capacity. If additional area is needed, the site could potentially be expanded through acquisition of an adjacent approximately one-acre parking lot

currently leased by Costco. While a new facility may be able to use land more efficiently, this preliminary test fit has not yet been validated through a completed facility design based on confirmed programmatic requirements, utility assessment, environmental review, or operational-transition plan.

The larger parcel, 135 North Access Road, is a former bulk fuel terminal subject to continuing remediation activity and a long-term flood-protection reporting requirement. The site is also exposed to future flooding; however, the study indicates that this risk may be mitigable. A due-diligence flood analysis referenced in the study found that 24 inches of sea level rise could result in minor flooding along the northern boundary during a 100-year storm, while 36 inches of sea level rise could inundate the site. The study further notes that a regional sea level rise protection strategy, shared by and benefiting multiple neighboring properties, is being advanced. In addition, the consultant concluded that raising the site through placement of fill could provide an effective site-specific measure to address projected sea level rise conditions.

The candidate relocation site has a preliminary market value of$66.87 million to $81.37 million, compared with an estimated North Base residual land value of $56.70 million to $69.30 million. Therefore, even if North Base could be sold under the valuation assumptions, the land exchange would not provide a material funding source for land relocation. The estimated land-acquisition gap is approximately $10 million to $12 million, before transaction costs, due diligence, site preparation, remediation, and timing effects.

Both valuations are subject to significant assumptions. The North Base valuation assumes rezoning from public/quasi-public to industrial or commercial use, attributes no value to existing improvements, and includes deductions for environmental, geotechnical, settlement, Federal Aviation Administration (FAA)-related, Bay Conservation and Development Commission (BCDC), and Coastal Commission constraints. Neither valuation represents a guaranteed sale or purchase price.

Background and Key Findings

The fundamental question is whether SamTrans can replace the integrated operating capability at North Base without materially increasing cost, risk, or service disruption. The study determined that **North Base's value is primarily operational and relocation is not a practicable alternative to replace the same level of operations, considering cost and implementation factors.** The consultant estimates that replacing or outsourcing the functions currently housed at North Base could cost approximately $66.2 million to $71.1 million annually at 2040 service levels. This is an operating-cost indicator, not a property valuation.

That said, North Base's physical constraints require active management. The site is on reclaimed land with non-engineered fill over soft, compressible Bay Mud. Available studies identify average site-wide subsidence of approximately seven millimeters per year, with higher localized rates; liquefaction potential in fill; corrosive subgrade conditions; and differential-settlement risk. These conditions affect long-term decisions involving foundations, buried utilities, pavement, major buildings, and flood-protection infrastructure. It is anticipated

that all future issues will be addressed through design and engineering of the new structures on the site. The condition assessment found that approximately 34 percent of North Base existing assets are at or have exceeded useful life. This information will assist staff to develop the next ten-year Capital Improvement Program (CIP) of State-of-Good-Repair (SOGR) projects.

Basis for Staff's Preliminary Determination

Based on the analysis completed to date, staff's preliminary determination is that retaining North Base and implementing a phased flood-protection and reinvestment strategy is more practicable than relocation. Table 4 shows the different factors that frame staff's preliminary conclusion.

Table 4 – Factors that support Staff's Preliminary Conclusion

Consideration	Stay and Protect North Base	Relocate North Base
Operational continuity	Preserves established operations, maintenance, dispatch, fleet storage, and hydrogen capability.	Requires a multi-year transition while North Base remains operational, creating greater service-continuity risk.
Program cost through FY2060	Approximately $1.006 billion, subject to refinement as flood-protection and capital scopes are further defined.	Approximately $1.406 billion, before financing costs and subject to further site, design, remediation, and transition analysis.
Real-estate outcome	Retains the existing 18-acre integrated operating campus and avoids new land acquisition.	Requires assembly of two separately owned parcels; the candidate site's estimated value exceeds North Base's residual land value.
Flood and ground risk	Requires an inland flood-protection wall, monitoring, project-specific geotechnical investigation, and targeted structural and utility improvements.	Candidate site has flood exposure, remediation, permitting, utility, and site-development risks. Available information indicates that some flood risk may be mitigated through regional protection measures and site elevation; however, those measures require further validation.
Does the alternative fundamentally resolve sea level rise and other vulnerabilities?	The strategy manages and reduces risk through phased flood protection, reinvestment, monitoring, and adaptation, but North Base will continue to require ongoing management of settlement, groundwater, corrosion, liquefaction, seismic, and long-term sea level rise risks because of its reclaimed-land setting.	Relocation may reduce certain North Base-specific constraints, particularly those associated with the existing campus and aging facilities, but the candidate site remains subject to future flood exposure, remediation requirements, permitting, site-assembly, utility, and development risks. Flood risk may be mitigable through regional protection and site

Consideration	Stay and Protect North Base	Relocate North Base
		fill, but those measures are not yet designed, approved, funded, or validated.
Remaining validation	Flood-protection design and cost; Building 100 structural and foundation feasibility; long-term geotechnical strategy; and integration with planned capital improvements.	Site control; remediation; final operational test fit; utilities; access; permitting; design; construction; flood-mitigation measures; and a detailed operational-transition plan.

This preliminary conclusion and planning direction do not minimize North Base's vulnerabilities and do not constitute final project authorization. Sea level rise, coastal and groundwater flooding, settlement, corrosion, liquefaction, and seismic risks remain uncertain and will evolve over time. Accordingly, a stay-at-North-Base strategy must be implemented through a phased capital program that prioritizes safety, resilience, state of good repair, fleet readiness, and uninterrupted transit service. That program will require continuing technical analysis, project-specific geotechnical investigation, monitoring, and periodic reassessment as conditions, costs, and engineering information are refined.

Staff will continue to update technical assumptions and will return to the Board if further analysis materially changes the relative cost, risk, feasibility, or timing of the stay and relocation alternatives, or if a viable replacement site becomes available on materially different terms.

In summary, the analysis to date indicates that recreating North Base's integrated operating functions at a new location would cost substantially more than improving and protecting the existing campus through a phased resilience strategy. The leading relocation site is smaller than North Base—approximately 11.44 acres, compared to approximately 18 acres of usable land—and its preliminary land value is more than double North Base's value on a per-square-foot basis. This comparison excludes the substantial additional cost of new facilities, hydrogen-fueling and utility infrastructure, site preparation, environmental mitigation, permitting, project delivery, and operational transition.

Relocation would also require SamTrans to identify and secure significant new capital funding for property acquisition and development of a replacement operating base. By comparison, a portion of the stay-at-North-Base costs aligns with existing and planned state-of-good-repair, zero-emission infrastructure, facility-replacement, and capital-programming needs that must be addressed while North Base remains in operation. The inland seawall flood-protection wall is the principal additional long-term resilience investment expected to require a dedicated funding strategy.

Next Steps

The North Base Relocation Analysis study is expected to be completed in December 2026. The final report will provide detailed supporting technical analysis, assumptions, cost methodology, site-evaluation findings, and documentation necessary to confirm, refine, or identify material changes to the preliminary conclusions presented in this report. In the interim, staff will continue advancing critical North Base investments, including:

- Proceed with procurement of a construction contract for Building 200, with contract award anticipated in May 2027
- Execute a short-term lease with the County of San Mateo for the existing Safe Harbor shelter site to preserve land needed for future inland seawall construction and accommodate other campus facilities—approve October 2026
- Finalize acquisition of adjacent Belle Aire Island property for construction of several capital projects—closing to be determined (TBD)
- Planning, preliminary design, and environmental permitting for the inland seawall flood-protection wall, using the relocation analysis to support the required Least Environmentally Damaging Practicable Alternative (LEDPA) evaluation—begin 2027

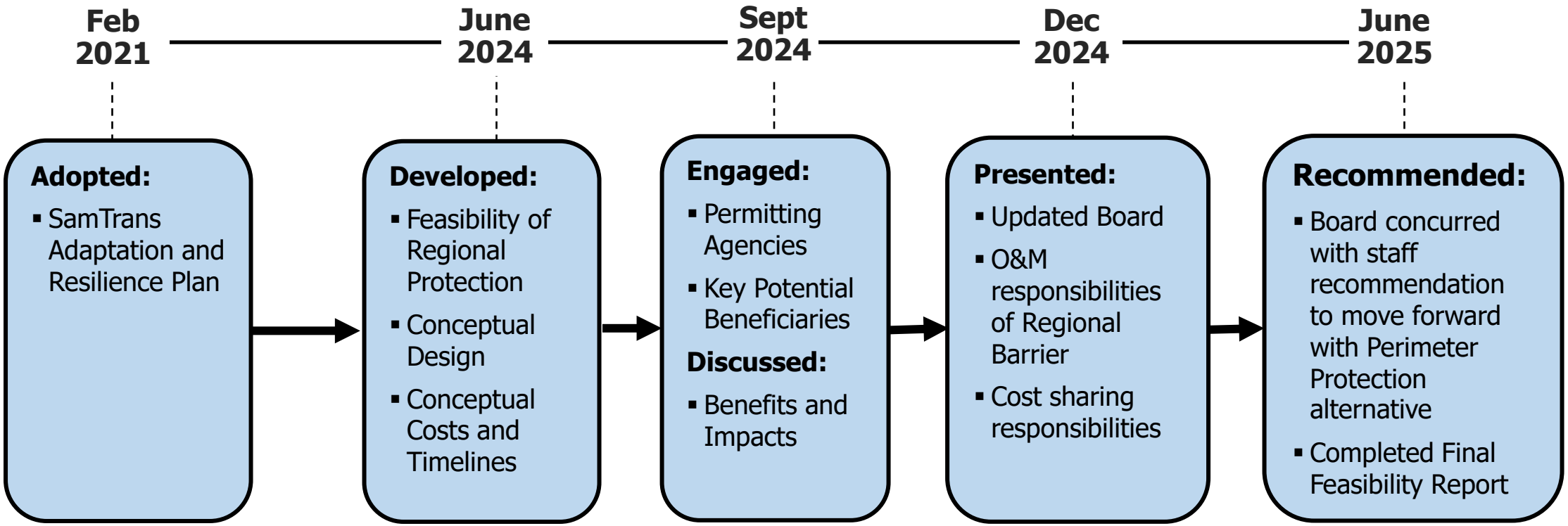
Prepared By:	Charla Gomez	Transit Oriented Development Manager, Real Estate and Development	650-730-9507
	Joshuah Mello	Chief Planning Officer	650-508-6278

Update on North Base



Board of Directors – October 7, 2026

Background & Board History



North Base Sea Level Rise Protection Feasibility Study

Feasibility Study Analysis

SamTrans launched the North Base Regional Barrier Feasibility Study in 2024 to study:

Alternative 1

Regional Protection



Potential to provide flood protection to surrounding areas and North Base.

Alternative 2

Perimeter Protection



Provides protection to North Base.

Feasibility Study Evaluation & Findings

Criteria	Alt 1: Regional Barrier	Alt 2: Perimeter Protection
Protect From and Adapt to Sea Level Rise	✗	✓
Ensure Feasible Design and Construction	✓	✓
Minimize Operations and Maintenance	✗	✓
Minimize Environmental Impacts	✗	✓
Reduce Complexity of Permitting Requirements	✗	✓
Streamline Project Timeline	✗	✓
Control Project Costs	✗	✓
Maximize External Funding Opportunities	✓	✗
Maximize Regional Benefits	✓	✗

Staff Recommendation & Next Steps

Perimeter Protection, in tandem with SFO Seawall, is anticipated to mitigate flooding at Belle Aire Island; the two projects should be in place by 2040

The **Perimeter Protection** alternative was presented as the Preferred Alternative in an informational item to the Board of Directors in June 2025

Next Steps Recommended by Staff

- Initiate environmental permitting process
- Continue coordinating with regional partners for opportunities to support mutually beneficial projects
- Seek grant funding opportunities



Perimeter Protection Next Steps: Required Environmental Process

- **Environmental permitting may require LEDPA**
  - Least Environmentally Damaging Practicable Alternative
  - "There is no other feasible project alternative that would cause less environmental damage"
  - *North Base Relocation Analysis* kicked-off in 2025 to look at alternatives to remaining on island and addressing sea-level rise
  - Results from analysis can feed into LEDPA, if required

North Base Relocation Analysis

Step 1: Evaluate the Stay Alternative

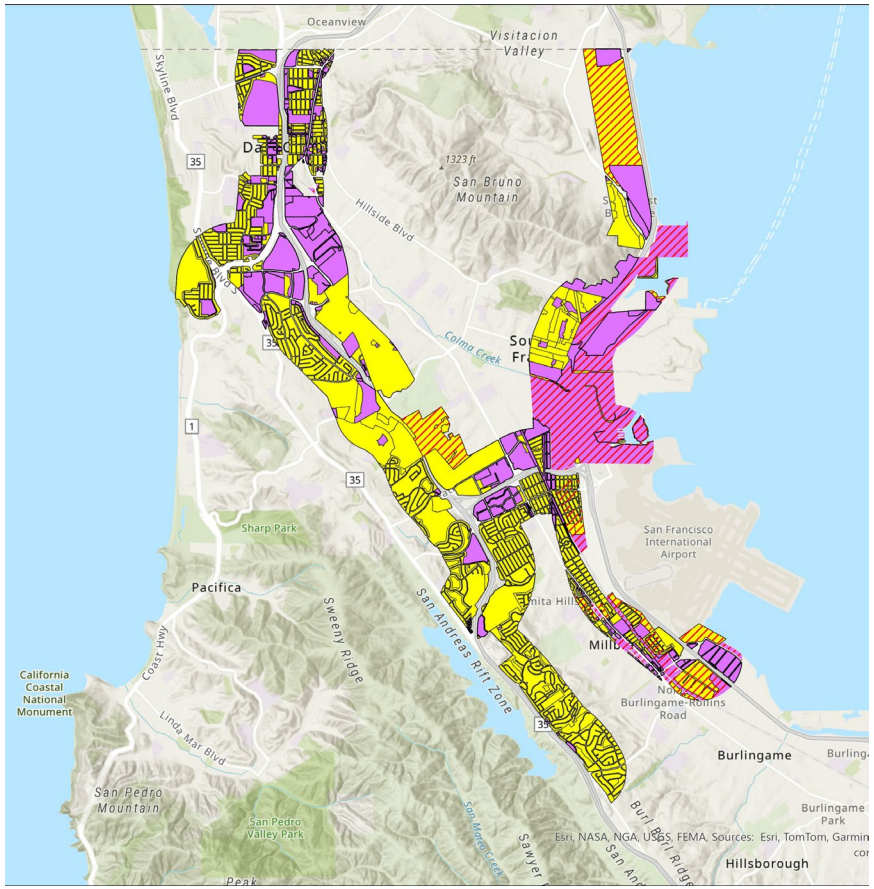
- Accommodate future operational needs
- Accommodate future fleet capacity needs
- Required state of good repair and capital investments
- Required sea level rise mitigation (perimeter protection) for 2040
- Total estimated cost to remain (projected out to 2060)

Step 2: Evaluate the Relocation Alternative

- Accommodate future operational needs
- Accommodate future fleet capacity needs
- Site identification, acquisition and preparation
- Required capital investments
- Total estimated cost to relocate before 2040 (projected out to 2060)

Identifying Suitable Properties

- Land use and zoning
- 15 minutes to freeway
- Ownership / adjacency
- Parcel aggregation
- Avoid residential, mixed-use with residential or open space



Suitable Properties and Assessment

	Site Name	Key Findings
1	**N. Access Rd / S. Airport Blvd**	Vacant, for sale, within ¼ mile of NB, possible sea level impacts 11 acres vs. 18 acres NB, and is ~double the per square foot costs
2	**CarMax Dealership**	Occupied - relocation required, larger site
3	**Caltrans I-280 / I-380**	Large, existing Caltrans and San Bruno facility, access issues
4	**Existing CUB site**	Occupied, small size, higher development costs, access issues
5	**CarMax Dealership + Acura Dealership**	Occupied - relocation required, higher real estate cost

Top #1 Site

S. Airport Blvd + N. Access Road



Likely Unavoidable Costs by 2040

Largest Estimated Expenditures Included in All Alternatives (Not Exhaustive)	
State of Good Repair (SOGR) Projects	$50M
New Building 200 (or Temp Building 200 Trailer)	$37M (or $10M)
Project delivery (soft costs)	$34M
Maintenance Bay Modifications for FCEBs	$20M
Permanent H2 Refueling Station	$17.4M
Water line/Fire line Replacement	$2.8M
Acquisition of remainder of island	$2.6M

Alternative 1: Stay at NB – Perimeter Protection

	Cost in FY2025 $	Escalation + Soft Cost	Grand Total
Near Term (pre FY2040) ZE infrastructure, new B200, and SOGR	$126,300,000	$177,900,000	$304,200,000
Long Term (FY2040-2060) Perimeter protection, new B100, and SOGR	$456,800,000	$344,500,000	$801,300,000
Grand Total	**$583,100,000**	**$522,400,000**	**$1,105,500,000**

- Total cost: **$1.1 billion (year of expenditure)**
- Likely unavoidable costs included
- Includes seawall and other resiliency costs
- Costs projected to 2060
- Escalation is a significant cost driver

Alternative 2: Relocate NB – North Access Road

	Cost in FY2025 $	Escalation + Soft Cost	Grand Total
Near-Term North Base SOGR (until 2040)	$110,400,000	$138,000,000	$248,400,000
Site Work	$168,900,000	$95,700,000	$264,600,000
Vertical Construction	$209,200,000	$283,900,000	$493,100,000
Relocation	$121,800,000	$277,500,000	$399,300,000
Grand Total	**$610,300,000**	**$795,100,000**	**$1,405,400,000**

- Total cost: **$1.4 billion (year of expenditure)**
- Likely unavoidable costs included—relocation complete by 2040
- Accommodate fleet capacity beyond 2060 with adjacent property
- Relocation would require significant new capital funding

Consultation with Board Ad hoc Committee

Questions from the Ad-hoc

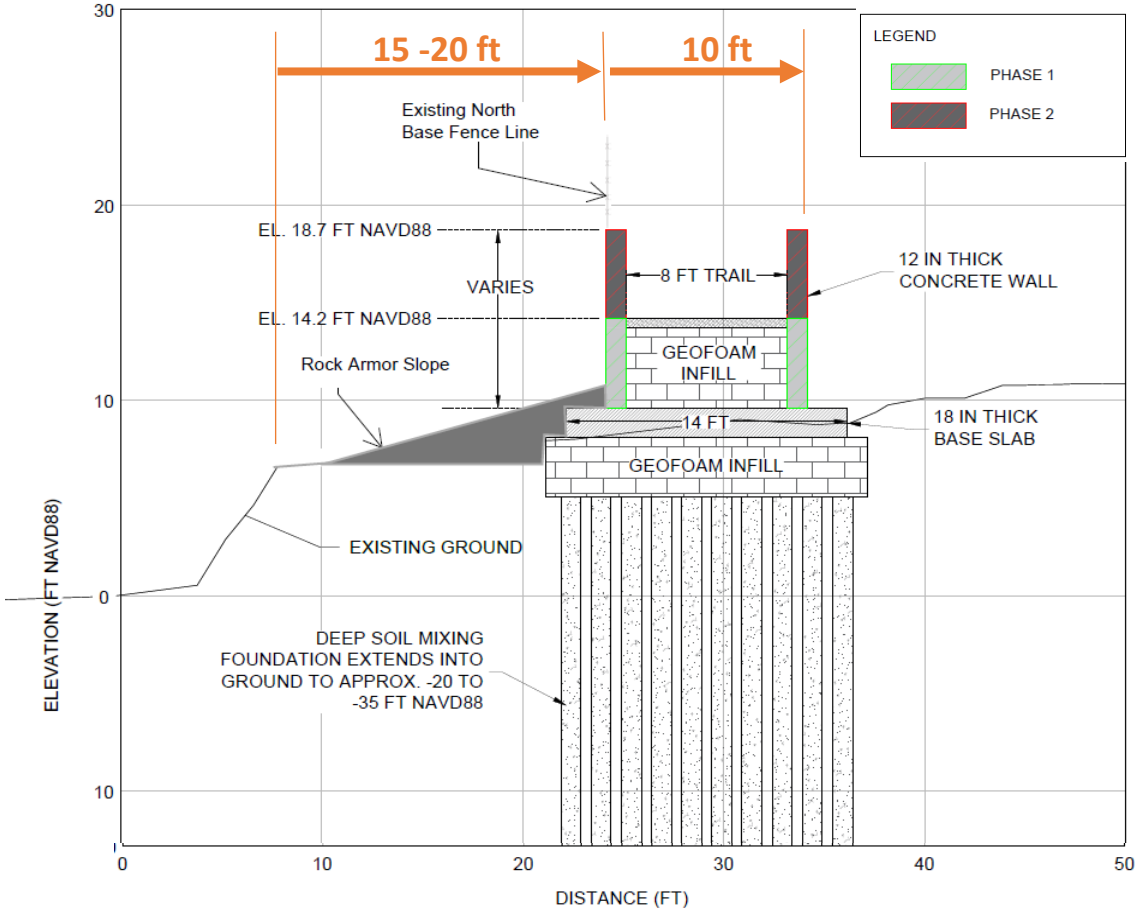
Is an inland seawall a feasible option? If so,

A. Can we still accommodate the current infrastructure?
B. Which regulatory agencies would be involved?
C. Can we accommodate future expansion?
D. What is the estimated cost and timeline?
E. How does that compare with the relocate NB alternative?

Feasibility of Inland Seawall

Inland Seawall Concept





Remaining Land Area & Permitting

Approx. remaining area under Inland Seawall Concept, 18 acres



May require USACE approval along roadway

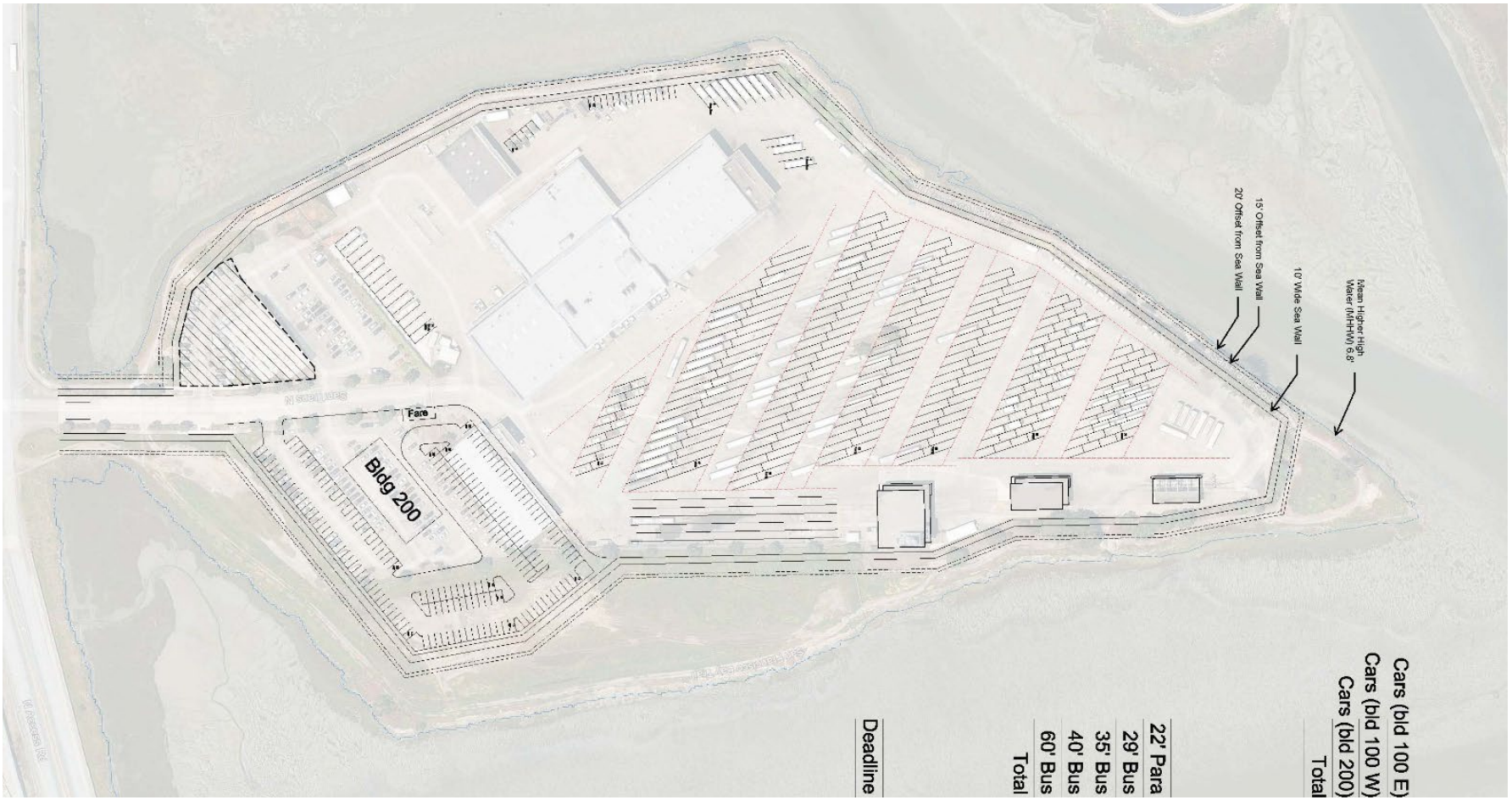
SamTrans Developed Area 2026	Safe Harbor Developed Area 2026	Total Developed Area 2026	Adjacent Undeveloped Property	Total Area with Adjacent Property
16.5 acres	0.5 acre	**17.0 acres**	1.0 acre	**18.0 acres**

Preliminary Estimates

Required Environmental Approval/Permits (Agency)	**NEPA/CEQA** **BCDC** – Bay Conservation and Development Commission **RWQCB** – Regional Water Quality Control Board **USACE** – U.S. Army Corps of Engineers *May still be required for roadway portion of the inland seawall
Timeframe and Cost	**Phase 1 – Required by 2040** **6-7 years ($180M)** Design and Environmental Approval – 4 to 5 years Construction – 2 years **Phase 2 – May Be Required by 2060** **4-6 years ($80M)** Design and Environmental Approval – 3 to 4 years Construction – 1.5 years
Undeveloped Areas	If do nothing, over time sea level rise and subsidence will move the wetland limits further inland creating conditions conducive to wetland species.

Accommodate Future Expansion

- Inland seawall alternative can accommodate existing infrastructure and future growth (at least to 2060)



Alternative 1A: Stay at NB – Inland Seawall

	Cost in FY2025 $	Escalation + Soft Cost	Grand Total
Total Near Term (pre FY2040) ZE infrastructure, new B200, and SOGR	$126,300,000	$177,900,000	$304,200,000
Total Long Term (FY2040-2060) Inland seawall, new B100, and SOGR	$378,700,000	$322,600,000	$701,300,000
Grand Total	**$505,000,000**	**$500,500,000**	**$1,005,500,000**

- Total Cost: **$1.0 billion (year of expenditure)**
- Inland seawall alternative is estimated to be $74M less than perimeter protection alternative and can likely be delivered 1-2 years quicker
- Costs projected to 2060; escalation is a significant cost driver
- Much of the cost to stay is covered by existing state-of-good-repair and capital improvement plan funding, with the inland seawall most likely to require new funding

Updated Costs – Stay vs Relocate

	Cost in FY2025 $	Escalation + Soft Cost	Grand Total
Alternative 1: Stay at NB – Perimeter Protection	$583,100,000	$522,400,000	**$1,105,500,000**
Alternative 1A: Stay at NB– Inland Seawall	$505,000,000	$500,500,000	**$1,005,500,000**
Alternative 2: Relocate NB – North Access Road	$610,300,000	$795,100,000	**$1,405,400,000**

- **Alternative 1A has the lowest total cost between now and FY2060 and appears to be most feasible to permit and build**
- Alternatives 1 & 1A allow for more gradual investments and balanced annual capital expenditures
- Alternative 2 has the highest total cost and requires significant (potentially infeasible) capital expenditures in FY2035-FY2040 period

Supporting Actions

Supporting Actions

1. Execute short-term lease with the County of San Mateo for the existing Safe Harbor shelter, ensuring that land is available when needed for inland seawall and other capital project construction – *Approve October 2026*
2. Finalize acquisition of adjacent property on Belle Aire Island for construction of several capital projects– *Closing TBD*
3. Proceed with procurement of construction contractor for Building 200 – *Anticipated award spring 2027*
4. Plan, design, and permit inland seawall (utilizing the North Base Relocation Analysis as part of the LEDPA study, if required) – *Begin 2027*

BOARD OF DIRECTORS 2026

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BROOKS ESSER, VICE CHAIR
DAVID J. CANEPA
MARINA FRASER
JEFF GEE
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PETER RATTO
JACKIE SPEIER

APRIL CHAN
GENERAL MANAGER/CEO

AGENDA

San Mateo County Transit District

Legislative Committee Meeting
Committee of the Whole

October 7, 2026 – 2:30 pm

or immediately following the Strategic Planning, Development, and Sustainability Committee meeting

Public Hearing Room, 5th Floor
166 North Rollins Road, Millbrae, CA 94030

Committee Members: Marina Fraser (Chair), Peter Ratto, David J. Canepa

15.a.	Call to Order	
15.b.	Approval of Minutes of the Legislative Committee Meeting of September 2, 2026	Motion
15.c.	Legislative Update	Informational
15.d.	Adjourn	

Note:

- This Committee meeting may be attended by Board Members who do not serve on this Committee. In the event that a quorum of the entire Board is present, this Committee shall act as a Committee of the Whole. In either case, any item acted upon by the Committee or the Committee of the Whole will require consideration and action by the full Board of Directors as a prerequisite to its legal enactment.
- All items appearing on the agenda are subject to action by the Committee. Staff recommendations are subject to change by the Committee.

San Mateo County Transit District
Legislative Committee Meeting / Committee of the Whole
Regular Meeting

166 North Rollins Road, Millbrae, California 94030
1759 South Jameson Lane, Montecito, California 93108

DRAFT Minutes of September 2, 2026

Members Present (In Person): David J. Canepa, Peter Ratto, Marina Fraser (Chair)

Members Absent: None

Other Board Members Present Constituting Committee of the Whole: Marie Chuang, Brooks Esser, Jeff Gee, Rico E. Medina, Josh Powell

Other Board Members Present Constituting Committee of the Whole (Via Teleconference): Jackie Speier

Other Board Members Absent: None

Staff Present: J. Cassman, A. Chan, J. Epstein, L. Lumina-Hsu, M. Tseng

11.a. Call to Order
Committee Chair Fraser called the meeting to order at 3:48 pm.

11.b. Approval of Minutes of the Legislative Committee Meeting of August 5, 2026
Motion/Second: Medina/Powell
Ayes: Canepa, Fraser, Gee, Medina, Powell, Ratto, Speier, Esser, Chuang
Noes: None
Abstain: None
Absent: None

11.c. Legislative Update
Public Comment
Roland commented on transit funding, and capital and federal funding sources.

11.d. Adjournment
The meeting adjourned at 3:57 pm.

San Mateo County Transit District
Staff Report

To: Legislative Committee

Through: April Chan, General Manager/CEO

From: Emily Beach, Chief Communications Officer

Subject: **Legislative Update**

Action

Staff proposes the Committee recommend the Board of Directors (Board) receive the attached federal, state, and regional legislative updates.

Significance

The 2026 Legislative Program establishes the principles that will guide the legislative and regulatory advocacy efforts. Based on those principles, staff coordinates closely with our federal and state advocates on a wide variety of issues that are considered in Congress and the state legislature. The attached reports highlight the recent issues and actions that are relevant to the Board and specify, at the appropriate time, those bills on which staff proposes that the San Mateo County Transit District (District) take a formal position.

Prepared By:	Michaela Wright Petrik	Government and Community Affairs Officer	650-730-4951

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SamTrans
Federal Report
September 2026

Congressional Update

Government Funding Update

- On August 7, the Senate voted 90-6 to approve a continuing resolution (CR) to extend federal government funding, and on September 1, the House passed the same measure in a 370-48 vote under suspension of the rules. President Trump signed the measure into law the following day. The CR extends current government funding through December 11, 2026, giving Congress additional time to negotiate fiscal year (FY) 2027 appropriations bills.

- In addition to extending current government funding, the Senate CR also delays the White House Office of Management and Budget (OMB) proposed rule and provides a clean extension of surface transportation reauthorization provisions in the Infrastructure Investment and Jobs Act (IIJA) through December 11, 2026.

- Current surface transportation reauthorization provisions, including funding authorities affecting highway, bridge, transit, and rail programs, were extended until December 11, 2026. After that date, Congress must pass another short-term extension of current funding or a longer-term surface transportation reauthorization package. The House's proposed five-year, $580 billion reauthorization, called the BUILD America 250 Act (H.R.8870), has stalled in the House after advancing in the House Transportation and Infrastructure (T&I) Committee in May. The Senate has yet to release its surface transportation reauthorization legislation.

- House Speaker Mike Johnson (R-LA) and Senate Environment and Public Works (EPW) Committee Chair Shelley Moore Capito (R-WV) have both remarked that action on a full, five-year surface transportation reauthorization bill will be taken during the work session in November and December.

House Democrats Send Letter Requesting Information on DOT Grant Cuts

- On August 12, House Transportation & Infrastructure (T&I) Ranking Member Rick Larsen (D-WA) and Senate Banking, Housing and Urban Affairs Ranking Member Elizabeth Warren (D-MA), along with 39 Democratic colleagues, sent a letter to Federal Transit Administration (FTA) Deputy Administrator Matthew Cahill and Office of Management and Budget (OMB) Administrator Russ Vought to express concerns over delays in the Capital Investment Grants (CIG) project pipeline. The Capital Investment Grants program is a discretionary federal grant program managed by the FTA that funds major local transit capital investments.

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- In the letter, lawmakers implored FTA and OMB to advance all projects that meet statutory criteria and not impose further delays. The letter alleges that, starting in late January 2025, the Department of Transportation (DOT) actively slowed down the obligation of more than 3,000 grant awards of Bipartisan Infrastructure Law (BIL) dollars, for more than nine months.

- It mentions that DOT agreed and admitted that it had chosen to rescind grants because they "expressed, or were presumed to express" views the administration disagreed with despite applicants having followed the rules at the time of application and award.

- The letter argues that terminating or awarding grants solely based on the political leanings of grant recipients or the opinion of the Secretary of Transportation on acceptable means of transport is an "unprecedented skewing of federal transportation dollars and runs contrary to statute and Congressional intent." Senators requested the FTA and OMB provide the House Committee on Transportation and Infrastructure (T&I) information including the grants terminated or rescinded and the basis cited as the reason for the grants' termination.

- As SamTrans does not have a project in the CIG project pipeline, the letter does directly impact SamTrans. However, it reflects broader congressional concerns regarding politically motivated grant delays and terminations, which could have implications for other U.S. Department of Transportation (DOT) funding opportunities that SamTrans has received or may pursue in the future.

Administration Update

Local Governments Win Lawsuit Over Federal Grants

- On August 25, the 9th Circuit Court of Appeals ruled in favor of King County (in Washington state) and over 70 local governments in the *King County v. Turner* case, barring the Trump administration from requiring local governments to adopt the administration's policy preferences on diversity, equity, and inclusion (DEI), immigration, transgender inclusivity, and abortion access to receive federal grants.

- The plaintiffs argued that the conditions the administration sought to impose violated the Constitution's Separation of Powers doctrine, violated the Administrative Procedure Act (APA), which governs how federal agencies make rules applicable to grants, and exceeded the authority Congress gave to the federal agencies to administer grant programs and distribute funds.

- This ruling applies only to the state and local governments participating in the lawsuit and only to the specific Department of Housing, and Urban Development

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(HUD) and DOT grant programs at issue in the lawsuit. However, the decision establishes binding precedent within the 9th Circuit, which includes California, meaning other entities in the circuit may bring similar challenges and cite this precedent. Whether the ruling extends to other federal grant programs will likely require a program-by-program analysis of the plausible statutory authority for any of the new conditions.

- The administration is expected to appeal this ruling, given that similar conditions have been incorporated across numerous federal grant programs and reflected in OMB's proposed revisions to the Uniform Guidance.

Shaw Yoder Antwih Schmelzer & Lange

September 18, 2026

TO: Board of Directors
San Mateo County Transit District

FM: Matt Robinson, Michael Pimentel and Brendan Repicky
Shaw Yoder Antwih Schmelzer & Lange

RE: STATE LEGISLATIVE UPDATE – October 2026

General Update

The Legislature entered "final recess" for the second year of the two-year 2025-26 Legislative Session on September 1, 2026, after sending nearly 1,000 bills to Governor Newsom for his consideration in the final two weeks of session. The Governor will have until September 30 to sign or veto these bills.

Signed bills will go into effect on January 1, 2027, unless they contain an "urgency clause," which means the measure takes effect immediately upon signature by the Governor.

The General Election will occur on November 3, 2026. This election, four members of SamTrans' legislative delegation will be on the ballot: Assembly Member Marc Berman (D-Menlo Park), Assembly Member Catherine Stefani (D-San Francisco), and Assembly Member Diane Papan (D-San Mateo) are all running for re-election to the Assembly, while Senator Scott Wiener (D-San Francisco) is running for a seat in Congress. Should Senator Wiener win his race, his seat in the State Senate will be filled by a special election next year.

The Legislature will see additional turnover in the upcoming 2027-28 Legislative Session, as legislators term out, seek higher office, or elect to not pursue another term. There are nine Senate and 13 Assembly seats that are considered "open" heading into November.

The Legislature will convene the 2027-28 Legislative Session on December 7, 2026 for the swearing-in of members and will then enter recess until early January.

Update on Final Budget Action on Greenhouse Gas Reduction Fund

On August 29, the Legislature and Governor reached an agreement on a Greenhouse Gas Reduction Fund (GGRF) Expenditure Plan for Fiscal Year 2026-27, reflected in AB 113 (Gabriel), the Budget Bill Jr.

Despite months of sustained advocacy by the California Transit Association and its "Tier 3" coalition, which included SamTrans, the state did not fully protect funding for key GGRF Tier 3 transit programs. The coalition had called on the state to honor its commitment to the SB 125 (Committee on Budget and Fiscal Review, 2023) program and protect funding for the Transit and Intercity Rail Capital Program (TIRCP) and Low Carbon Transit Operations Program (LCTOP). While the agreement fully advances the requested $230 million investment in the SB 125 program for FY 2026-27, it does not fully advance the state's annual commitments of $400 million for TIRCP and $200 million for LCTOP.

More specifically, as it relates to transit, the agreement:

- Fully honors the state's commitment made in SB 125 of $230 million for FY 2026-27 for the Zero-Emission Transit Capital Program. This funding will benefit regional transit partners, but it does not directly fund SamTrans or Caltrain projects.

- Assumes higher baseline GGRF funding relative to the FY 2026-27 budget for the TIRCP of $95 million (up from the $76 million projection in June budget). This is well under the $400 million annual funding commitment.

- Assumes higher baseline GGRF funding relative to the FY 2026-27 budget for the LCTOP of $48 million (up from the $38 million projection in June budget). This is well under the $200 million annual funding commitment.

The higher baseline GGRF funding relative to the June budget reflects stronger than expected revenue generation at the most recent quarterly auction of the Cap-and-Invest program.

In addition, a companion GGRF trailer bill directs interest earned on GGRF to the GGRF expenditure plan, beginning in FY 2027-28. This will have the effect of directing approximately $500 million annually to the GGRF, which will help bolster funding for the Tier 3 programs.

Update on Bills SamTrans Supports
SB 741 (Blakespear) Low Carbon Transit Operations Program – SUPPORT
Sponsored by the California Transit Association, this bill would revise and recast the Low Carbon Transit Operations Program to streamline its administration and provide additional flexibility to transit agencies on the use of program funding. The bill would clarify that program funding can be used on the maintenance of bus, rail, or ferry service, not just its expansion; transit fare subsidies; and network and fare integration technology improvements. ***This bill was signed by the Governor on September 18 and will take effect January 1, 2027.***

AB 1837 (Mark González) Forward Facing Camera Reauthorization – SUPPORT
Sponsored by the California Transit Association, this bill would extend the existing authorization for transit agencies to install forward-facing automated parking cameras to combat the issue of cars parked in bus lanes and help ensure transit reliability. This authorization – originally enacted in 2022 – is set to expire on January 1, 2027. ***This bill is on the Governor's desk.***

AB 1941 (Mark González) Organized Metal Theft – SUPPORT
This bill would create the new crime of organized metal theft for those who act in concert with additional persons to steal high-value metals used in public infrastructure, including copper wiring. The bill would make this crime punishable as either a misdemeanor or a felony. ***This bill is on the Governor's desk.***

AB 1944 (Lee) Zero-Emission Bus Axle Weight Limit – SUPPORT
Also sponsored by the California Transit Association, this bill would amend the axle weight limits that apply to zero-emission buses purchased by California transit agencies by postponing the dates by which certain axle weight limits apply. This proposal would provide for a near-term increase in axle weight limits to help facilitate continued compliance with the California Air Resources Board's Innovative Clean Transit (ICT) regulation. ***This bill is on the Governor's desk.***

Bills of Interest

AB 2168 (Wicks) Active Transportation Program Guidelines – WATCH

Existing law establishes the Active Transportation Program for projects that support the use of active transportation and tasks the California Transportation Commission to develop guidelines with regard to project eligibility. This bill would require the guidelines to include eligibility for *safe routes to transit* projects that encourage access to transit and investments in transit-rich and infill opportunity areas. Late amendments also require the guidelines to provide for consultation between transit operators and local agency ATP applicants to ensure projects are designed and constructed in a safe manner for projects adjacent to transit corridors. ***This bill was signed by the Governor on September 15 and will take effect January 1, 2027.***

SamTrans Bill Matrix

as of 9/18/2026

Bill ID/Topic	Location	Summary	Position
AB 109 Gabriel D Budget Act of 2026.	This bill was signed by the Governor on June 29, 2026.	This bill would make appropriations for the support of state government for the 2026–27 fiscal year. This bill would declare that it is to take effect immediately as a Budget Bill.	Watch
AB 117 Committee on Budget Transit and Intercity Rail Capital Program: loans: transit operating purposes: San Francisco Bay area.	This bill was signed by the Governor on February 19, 2026.	Existing law establishes the Transit and Intercity Rail Capital Program, which is funded in part by a continuously appropriated allocation of a specified portion of the annual proceeds of the Greenhouse Gas Reduction Fund, to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems and bus and ferry transit systems to achieve certain policy objectives. Existing law requires the Transportation Agency to evaluate applications for funding under the program and to approve a multiyear program of projects, as specified, and requires the California Transportation Commission to allocate funding to applicants pursuant to the program of projects approved by the agency. Existing law creates the Metropolitan Transportation Commission as a local area planning agency for the 9-county San Francisco Bay area with comprehensive regional transportation planning and other related responsibilities. Existing law creates various transit districts located in the San Francisco Bay area, including the San Francisco Bay Area Rapid Transit District and the Alameda-Contra Costa Transit District, with specified powers and duties relating to providing public transit services. This bill would require, on or before July 1, 2026, the Transportation Agency, subject to various requirements, to loan to the Metropolitan Transportation Commission up to $590,000,000 of funding approved under the program for projects within the San Francisco Bay area. The bill would require the Metropolitan Transportation Commission to use the proceeds of that loan to offer loans, subject to certain conditions, for public transit operating purposes to the San Francisco Bay Area Rapid Transit District, the San Francisco Municipal Transportation Agency, the Peninsula Corridor Joint	Watch

		Powers Board, and the Alameda-Contra Costa Transit District. By changing the purpose for which continuously appropriated funds may be expended, the bill would make an appropriation. The bill would require the California Transportation Commission, if certain conditions are met, to establish an allocation plan for the awarded projects in the San Francisco Bay area under which future allocations under the program to those projects may be adjusted or deferred during the repayment period of the loan made to the Metropolitan Transportation Commission, as specified. This bill would declare that it is to take effect immediately as a bill providing for appropriations related to the Budget Bill.	
AB 1198 Haney D Public works: prevailing wages.	This bill was enrolled and presented to the Governor on September 9, 2026.	Existing law requires that, except as specified, not less than the general prevailing rate of per diem wages, determined by the Director of Industrial Relations, be paid to workers employed on public works projects. Existing law requires the body awarding a contract for a public work to obtain from the director the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is to be performed, and the general prevailing rate of per diem wages for holiday and overtime work, for each craft, classification, or type of worker needed to execute the contract. Under existing law, if the director determines during any quarterly period that there has been a change in any prevailing rate of per diem wages in a locality, the director is required to make that change available to the awarding body and their determination is final. Under existing law, that determination does not apply to public works contracts for which the notice to bidders has been published. This bill would instead state, commencing July 1, 2027, that if the director determines, within a semiannual period, that there is a change in any prevailing rate of per diem wages in a locality, that determination applies to any public works contract that is awarded or for which notice to bidders is published after July 1, 2027, if the awarded value of the contract is $35,000,000 or greater. The bill would authorize any contractor, awarding body, or specified representative affected by a change in rates on a particular contract to, within 20 days, file with the director a verified petition to review the determination of that rate, as specified. The bill would require the director to, upon notice to the interested parties, initiate an investigation or hold a hearing, and, within 20 days after the filing of that petition, except as specified, make a final determination and transmit the determination in writing to the awarding body and to the interested parties. The bill would make that determination issued by the director effective 10 days after its issuance, and until it is modified, rescinded, or superseded by the director. The bill would	Watch

		exempt certain housing projects from these provisions, including, among others, projects that are restricted by deed or subject to regulatory restrictions contained in an agreement with a governmental agency or other recorded document, as specified.	
AB 1383 McKinnor D Public employees' retirement benefits.	This bill was enrolled and presented to the Governor on September 9, 2026.	The Public Employees' Retirement Law (PERL) establishes the Public Employees' Retirement System (PERS) to provide a defined benefit to members of the system based on final compensation, credited service, and age at retirement, subject to certain variations. Existing law creates the Public Employees' Retirement Fund, which is continuously appropriated for purposes of PERS, including depositing employer and employee contributions. Under the California Constitution, assets of a public pension or retirement system are trust funds. The California Public Employees' Pension Reform Act of 2013 (PEPRA) establishes a variety of requirements and restrictions on public employers offering defined benefit pension plans. In this regard, PEPRA restricts the amount of compensation that may be applied for purposes of calculating a defined pension benefit for a new member, as defined, by restricting it to specified percentages of the contribution and benefit base under a specified federal law with respect to old age, survivors, and disability insurance benefits. Existing law, the Teachers' Retirement Law, establishes the State Teachers' Retirement System (STRS) and creates the Defined Benefit Program of the State Teachers' Retirement Plan, which provides a defined benefit to members of the program, based on final compensation, creditable service, and age at retirement, subject to certain variations. This bill, for service performed on and after January 1, 2027, would prohibit the pensionable compensation for calendar year 2027 used to calculate the defined benefit paid to a new member of a retirement system subject to PEPRA who retires from the system from exceeding specified percentages of the contribution and benefit base under the specified federal law with respect to old age, survivors, and disability insurance benefits. The bill would make related, conforming changes to these provisions on pensionable compensation. The bill also would require a new member of STRS to be subject to specified limits of the Teachers' Retirement Law. This bill contains other related provisions and other existing laws.	Watch
AB 1421 Wilson D Vehicles: Road Usage Charge	This bill is dead, held in the Senate Rules Committee.	Existing law requires the Chair of the California Transportation Commission to create a Road Usage Charge Technical Advisory Committee in consultation with the Secretary of Transportation to guide the development and evaluation of a pilot program assessing the potential for mileage-based revenue collection as an alternative to the gas tax system. Existing law additionally requires the Transportation Agency, in consultation with the	Watch

Technical Advisory Committee.		commission, to implement the pilot program, as specified. Existing law repeals these provisions on January 1, 2027. This bill would require the commission, in consultation with the Transportation Agency, to consolidate and prepare research and recommendations related to a road user charge or a mileage-based fee system. The bill would require the commission to submit a report, as specified, on the research and recommendations described above to the appropriate policy and fiscal committees of the Legislature by no later than January 1, 2027. The bill would require the commission to consult with appropriate state agencies and other stakeholders, as specified, in preparing the research and recommendations and report described above.	
AB 1578 Jackson D State agency officials: training on responding to hate: local agency officials: anti-hate speech training.	This bill was enrolled and presented to the Governor on September 9, 2026.	The California Fair Employment and Housing Act makes specified employment practices unlawful, including the harassment of an employee directly by the employer or indirectly by agents of the employer with the employer's knowledge. Under existing law, the Civil Rights Department administers these provisions. Existing law requires a specified employer with 5 or more employees to, by January 1, 2021, provide at least 2 hours of classroom or other effective interactive training and education regarding sexual harassment to all supervisory employees and at least one hour of classroom or other effective interactive training and education regarding sexual harassment to all nonsupervisory employees in California and, after that date, once every 2 years. Existing law requires an employer to include prevention of abusive conduct as a component of that training and education. This bill would require, beginning on January 1, 2028, if a state agency provides any type of compensation, salary, or stipend to a state agency official of that agency, that all state agency officials of that agency receive training on responding to hate, as prescribed. The bill would define "state agency official" to mean a state elected official for that purpose. The bill would require at least one hour of training and education for a state agency official within the first 6 months of taking office or commencing employment, and every 2 years thereafter. The bill would authorize a state agency or an association of state agencies to offer one or more training courses, or sets of self-study materials with tests, to meet these requirements. The bill would authorize a state agency to develop its own training that meets the requirements or direct elected officials to complete a training developed by the department. The bill would require the department to develop or obtain an online training course on responding to hate and make the course available on its internet website. This bill contains other related provisions and other existing laws.	Watch
AB 1599	This bill was enrolled and	Existing law establishes the Department of Transportation and vests it with	Watch

Ahrens D Public transit: California Transit Stop Registry: transit datasets.	presented to the Governor on September 3, 2026.	various powers and duties. This bill would require the department to create, on or before June 1, 2027, and with input from transit operators, the California Transit Stop Registry as a centralized, statewide dataset of standardized information regarding transit stops that includes, but is not limited to, each transit stop's name, location, available seating, and unique identifier, and information on whether the transit stop is sheltered, as specified. This bill contains other related provisions and other existing laws.	
AB 1624 Zbur D Public Lands Protection Act.	This bill is dead, held in the Assembly Rules Committee.	The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and of any land outside its boundaries that bears relation to its planning. Existing law authorizes the legislative body of a county or city to adopt ordinances that, among other things, regulate the use of buildings, structures, and land as between industry, business, residences, open space, and other purposes, as provided. For these purposes, existing law authorizes the legislative body to divide a county or city into zones, but requires that regulations adopted be uniform for each class or kind of building or use of land throughout each zone. The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. This bill, the Public Lands Protection Act, would, upon transfer to any private or nonfederal entity of a parcel of land located within the state that is owned by the United States government on or after January 1, 2025, and that has been designated in an adopted general plan or zoning ordinance as open space, public land, resource conservation, or an equivalent conservation-oriented designation, immediately subject that parcel to the zoning designation and associated state and local restrictions. The bill would also, upon transfer of a parcel of land located within the state that is owned by the United States government on or after January 1, 2025, and that has not been designated in an adopted general plan or zoning ordinance at the time of transfer to any private or nonfederal entity, automatically subject that parcel to the most restrictive conservation-oriented zoning designation currently applied in the jurisdiction, by operation of law. The bill would prohibit a parcel of land governed by these provisions from being rezoned, subdivided, or granted any development entitlement that is inconsistent with a conservation-oriented zoning designation, unless certain requirements are satisfied, including that a full environmental impact report is completed in accordance with CEQA. Notwithstanding these provisions, the bill would require electric infrastructure and clean energy facilities necessary to achieve California's climate and decarbonization goals to be deemed permitted uses in a conservation-oriented zoning designation if certain conditions are met. The bill would also exempt certain other parcels from these	Watch

		provisions. This bill contains other related provisions.	
AB 1697 Kalra D Employment contracts: stay-or-pay provisions: contract date.	This bill was enrolled and presented to the Governor on September 3, 2026.	Existing law generally prohibits an employment contract from requiring a worker to pay certain penalties, fees, costs, or debts related to employment or education if the worker's employment or work relationship terminates, as provided. Existing law provides that a contract that is unlawful under that prohibition is void and contrary to public policy as a restraint of engaging in a lawful profession, trade, or business. Existing law authorizes a worker, among other persons, to bring a civil action for specified civil penalties and relief for a violation of these provisions. Existing law applies these provisions to contracts entered into on or after January 1, 2026. This bill would instead apply those provisions to contracts entered into on or after January 1, 2027. The bill would establish exceptions to the above-described prohibition for contracts. Among these exceptions, the bill would except contracts for bonuses relating to specified recruitment and retention programs, and repayment obligations arising from advanced paid time off upon voluntary separation, as prescribed. The bill would further except certain affiliation contracts between a securities broker-dealer, insurance producer, or investment adviser and its agents or representatives that are registered and licensed, as specified, and their affiliates if the contract satisfies certain conditions. The bill would make related findings and declarations. This bill would declare that it is to take effect immediately as an urgency statute.	Watch
AB 1821 Pacheco D California Public Records Act: agency response time.	This bill was enrolled and presented to the Governor on August 31, 2026.	Existing law, the California Public Records Act, requires each state or local agency, upon a request for a copy of records that reasonably describes an identifiable record or records, to make the records promptly available to any person upon payment of fees covering direct costs of duplication, or a statutory fee if applicable, except with respect to public records exempt from disclosure by express provisions of law. Existing law requires each agency, within 10 days of a request for a copy of records, to determine whether the request seeks copies of disclosable public records in possession of the agency and to promptly notify the person of the determination and the reasons therefor. Existing law authorizes that time limit to be extended by no more than 14 days under unusual circumstances, as defined. This bill would instead require each agency to determine whether the request seeks copies of disclosable public records in possession of the agency and to promptly notify the person as described above within 10 business days of a request for a copy of records. The bill would instead authorize the time period for each agency to respond to be extended by no more	Watch

		than 14 business days. This bill contains other related provisions and other existing laws.	
AB 1837 González, Mark D Video imaging of parking violations.	This bill was enrolled and presented to the Governor on August 27, 2026.	Existing law authorizes a public transit operator in the state, until January 1, 2027, and authorizes the City and County of San Francisco indefinitely, to enforce parking violations in specified transit-only traffic lanes and at transit stops through the use of video imaging, and to install automated forward facing parking control devices on city-owned public transit vehicles for the purpose of video imaging parking violations occurring in transit-only traffic lanes, as specified. Existing law requires a public transit operator, prior to issuing notices of parking violations, to issue warning notices for the first 60 days and to make a public announcement of the program. Existing law requires a designated employee, or a contracted law enforcement agency, to review video image recordings for the purpose of determining whether a parking violation occurred in a transit-only traffic lane or at a transit stop and to issue a notice of violation to the registered owner of a vehicle within 15 calendar days, as specified. Existing law makes these video image records confidential and provides that these records are available only to public agencies to enforce parking violations. Existing law requires a public transit operator that implements an automated enforcement system to enforce parking violations in transit-only traffic lanes and at transit stops to submit a report to specified committees of the Legislature by no later than January 1, 2025. This bill would extend the authorization for the use of video imaging to enforce parking and stopping violations until January 1, 2034. The bill would require that a public transit operator issue warnings for 60 days prior to issuing notices of violations when it uses video imaging for enforcement of a violation that it has not previously used video imaging to enforce. The bill would require a public transit operator that uses video imaging to enforce parking violations to report to the Legislature, as specified. The bill would exempt the City and County of San Francisco from this requirement. The bill would allow only local agencies to use video image records to enforce parking violations and would prohibit the use or access of these records for general law enforcement purposes or by federal authorities, as specified. This bill contains other related provisions and other existing laws.	Support April 2026
AB 1838 Berman D	This bill was enrolled and presented to the Governor on September 4, 2026.	Existing law governs the procurement process for contracts of specified public entities. Existing law requires a local agency that requires that contracts be awarded to the lowest responsible bidder meeting, or making a good faith effort	Watch

Public contracts: local agencies: responsive bidders.		to meet, participation goals for minority, women, or disabled veteran business enterprises to provide in the general conditions under which bids will be received that any person making a bid or offer to perform a contract shall include specified information in that bid or offer. This bill would require a contractor, as a condition of submitting a bid to a local agency for a public works contract, to fully disclose any history of wage and hour violations, as specified, and provide supporting documentation, as described. The bill would authorize a contractor that fails to provide the required disclosures and supporting materials to be disqualified from the bid. The bill would require a local agency to establish a process for a contractor to appeal their bid disqualification, as specified. By requiring local agencies to establish a bid disqualification appeal process, this bill would impose a state-mandated local program. The bill would exempt public works contracts covered by a project labor agreement, and projects where local agencies require contractors to prequalify as a condition of bidding. This bill contains other related provisions and other existing laws.	
AB 1883 Bryan D Workplace surveillance tools.	This bill was enrolled and presented to the Governor on September 10, 2026.	Existing law establishes the Division of Labor Standards Enforcement within the Department of Industrial Relations. Existing law authorizes the division, which is headed by the Labor Commissioner, to enforce the Labor Code and all labor laws of the state, the enforcement of which is not specifically vested in any other officer, board, or commission. This bill would, with certain exceptions, prohibit an employer from using a workplace surveillance tool that uses artificial intelligence to, among other things, collect neural data or recognize an individual's emotional state. The bill would define an employer to include a governmental entity, including, among other entities, charter cities and the University of California. This bill would authorize the Labor Commissioner or a public prosecutor to enforce the bill's provisions. The bill would subject an employer who violates the bill's provisions to a civil penalty of up to $500 for each violation. The bill would define various terms for purposes of its provisions. This bill would exempt from its provisions an employer's use of a workplace surveillance tool in specified operations where the use of a workplace surveillance tool is reasonable necessary to comply with a federal statute, federal regulation, or binding federal contract relating to the development of aircraft for use in the national airspace or the development of products or services for national security, military, space, or defense purposes. This bill contains other related provisions.	Watch
AB 1919	This bill was signed by the	Existing law provides for the establishment of the Santa Cruz Metropolitan Transit	Watch

Pellerin D Santa Cruz Metropolitan Transit District: transactions and use tax: qualified voter initiative.	Governor on August 6, 2026.	District, with specified powers and duties related to the operation of public transit services serving the County of Santa Cruz. Existing law, among other things, authorizes the board of directors of the district to impose transactions and use taxes in accordance with the Transactions and Use Tax Law by an ordinance approved by the electors voting on the measure at a special election called by the board of directors for that purpose. This bill would also authorize those special taxes to be imposed by a qualified voter initiative. The bill would require the special election for a tax measure proposed by the board of directors or a qualified voter initiative to be consolidated with a statewide general election by the board of supervisors of the County of Santa Cruz and would require the tax measure to be submitted to the voters in accordance with specified elections provisions. The bill would also require the county elections official for the County of Santa Cruz to serve as the elections official of the district for purposes of administering the ballot measure process and any election for purposes of specified provisions of law. To the extent that the bill would impose additional duties on a county elections official, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.	
AB 1941 González, Mark D Organized metal theft.	This bill was enrolled and presented to the Governor on August 31, 2026.	Existing law makes a person who is a dealer in or collector of junk, metals, or secondhand materials, or their agent, employee, or representative, who buys or receives any wire, cable, copper, lead, solder, mercury, iron, or brass that the person knows or reasonably should know is used by or belongs to specified entities, including a railroad, certain utility companies, or a public entity engaged in furnishing public utility service, without using due diligence to ascertain that the person selling or delivering that material has a legal right to do so, guilty of criminally receiving that property and, in addition to imprisonment, makes that act punishable by a fine of not more than $5,000. This bill would prohibit organized metal theft, described as acting in concert with one or more persons to steal metal materials from one or more of specified materials and items with the intent to sell, exchange, or return those metal materials for value, acting in concert with 2 or more persons to receive, purchase, or possess those metal materials knowing or believing it to have been stolen, acting as an agent of another to steal those metal materials as part of an organized plan to commit theft, or recruiting, coordinating, organizing, supervising, directing, managing, or financing another to undertake acts of theft of metal. The bill would make a violation of organized metal theft punishable as either a misdemeanor or a felony. The bill would make related findings and declarations and state the intent	Support June 2026

		of the Legislature. By creating new crimes, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.	
AB 1944 Lee D Zero-emission transit buses: axle weight.	This bill was enrolled and presented to the Governor on August 24, 2026.	Existing law prohibits the maximum gross weight on any one axle of a bus from exceeding 20,500 pounds, except the maximum limit for the curb weight on any one axle of a transit bus procured through a solicitation process pursuant to which a solicitation was issued on or after January 1, 2019, is set at 22,000 pounds. Existing law, notwithstanding the previous provisions, sets specified higher maximum limits up to 25,000 pounds for the curb weight on any one axle of an articulated transit bus or zero-emission transit bus procured through a solicitation process pursuant to which a solicitation was issued during specified periods between January 1, 2016, and December 31, 2021, inclusive, and sets the 22,000-pound maximum limit for an articulated transit bus or zero-emission transit bus procured through a solicitation process pursuant to which a solicitation was issued on or after January 1, 2022. A violation of this provision is a crime. This bill would, until January 1, 2032, establish specified higher weight limitations up to 25,000 pounds for zero-emission transit buses procured through a solicitation process pursuant to which a solicitation was issued at various specified periods between January 1, 2027, and December 31, 2031 inclusive.	Support April 2026
AB 2051 Wicks D Public resources: coastal resources: Coastal Resilience Permitting Working Group.	This bill was enrolled and presented to the Governor on September 8, 2026.	The California Coastal Act of 1976 requires any person wishing to perform or undertake any development in the coastal zone, as defined, in addition to obtaining any other permit required by law from any local government or from any state, regional, or local agency, to obtain a coastal development permit, as provided. The act requires each local government lying in whole or in part within the coastal zone to prepare a local coastal program for that portion of the coastal zone within its jurisdiction. The act requires a land use plan of a proposed local coastal program to be submitted to the California Coastal Commission for certification. The act authorizes the commission to extend, for a period not to exceed one year, certain time limitations relating to local coastal programs for good cause. This bill would authorize the commission to retroactively extend, for good cause and a period not to exceed 5 years, a time limitation established for a local government to act on the commission's suggested modifications to a land use plan amendment that would authorize approval of an affordable housing development, as specified. This bill contains other existing laws.	Watch
AB 2074	This bill was enrolled and	The Planning and Zoning Law generally regulates local government zoning and	Watch

Haney D Regional transit hub districts: downtown housing developments.	presented to the Governor on September 10, 2026.	approval of certain types of housing development projects. The law authorizes a development proponent to submit an application for a development that is subject to a prescribed ministerial approval process if the development complies with certain procedural requirements and satisfies specified objective planning standards. The law also requires a housing development project within a specified distance of a transit-oriented development stop to be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with specified requirements, as applicable. This bill would, by July 1, 2027, require major transit cities to designate at least one regional transit hub district, as specified, and prescribe requirements for those districts, including requiring that a district make a downtown housing development an allowable use, as specified. The bill would define “downtown housing development” as a housing development project within a regional hub district that meets certain conditions, including that it meets specified labor standards. The bill would prescribe requirements for the developments, including that the developments are eligible for streamlined ministerial approval, as specified. The bill would require the California Housing Finance Agency to conduct a housing construction loan and financing study that includes specified components and deliver that study to the Legislature and specified committees by March 1, 2028, as specified. By requiring certain cities to designate regional transit hub districts and requiring streamlined ministerial approval of certain housing developments, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.	
AB 2168 Wicks D Active Transportation Program: guidelines.	This bill was signed by the governor on September 15, 2026.	Existing law establishes the Active Transportation Program in the Department of Transportation for the purpose of encouraging increased use of active modes of transportation, such as biking and walking. Existing law requires the California Transportation Commission to develop guidelines and project selection criteria for the program, including guidelines with regard to project eligibility that include, among other project types, safe routes to transit projects that will encourage transit by improving biking and walking routes to mass transportation facilities and schoolbus stops. This bill would, on and after January 1, 2028, instead require the guidelines with regard to project eligibility to include projects for safe routes to transit projects that encourage access to transit facilities and schoolbus stops by biking and walking, as specified, and projects that will expand access to transit in underserved or rural areas. This bill contains other related provisions and other	Watch

		existing laws.	
AB 2263 Kalra D Santa Clara Valley Transportation Authority: employee housing: transit-oriented joint development projects.	This bill was enrolled and presented to the Governor on September 10, 2026.	Existing law establishes the Santa Clara Valley Transportation Authority (VTA) in order to meet the public transit problems of the County of Santa Clara. Existing law authorizes the VTA to purchase or otherwise acquire property for transit-oriented joint development projects, as provided. This bill would authorize the VTA to similarly purchase or acquire property for an employee housing project, as defined, for VTA employees and members of the public, as specified. The bill would authorize the VTA to construct affordable rental housing for employees and affordable for-sale housing that promotes housing opportunities for VTA employees, as specified. The bill would require the VTA to submit an annual report to the Legislature on the use of the bill's provisions to develop housing, as specified. By requiring the VTA to submit a new report, the bill would impose a state-mandated local program. This bill contains other existing laws.	Watch
AB 2323 McKinnor D Publication: newspapers of general circulation.	This bill was signed by the Governor on August 20, 2026.	Existing law requires various types of notices to be provided in a "newspaper of general circulation," as that term is defined, in accordance with certain prescribed publication periods and legal requirements. Existing law requires a newspaper of general circulation to meet certain criteria, including publication, a bona fide subscription list of paying subscribers, and printing and publishing at regular intervals in the state, county, or city where publication is to be given. This bill would require any public notice that is legally required to be published in a newspaper of general circulation to be published in the newspaper's print publication and on the newspaper's internet website or electronic newspaper available on the internet. This bill would prohibit a newspaper from charging a fee or surcharge to access public notices on their internet website or for posting a legally required public notice, as specified. This bill would provide, however, that a newspaper may continue to charge a fee or surcharge for access to other content on their internet website. This bill would also provide that certain errors in the publication of a legal notice on a newspaper's internet website, as described, would not constitute a defect in the publication of the legal notice.	Watch
AB 2341 Fong D Local government: emergency	This bill was signed by the Governor on August 31, 2026.	Existing law requires, in the event of an emergency within the jurisdiction of a local agency that provides emergency response services and that serves a population within which 5% or more of the people speak English less than "very well," according to American Community Survey data, and jointly speak a language other than English, that the local agency provide information related to the emergency in English and in all languages spoken jointly by the 5% or more of	Watch

response services: use of languages other than English.		the population that speaks English less than “very well,” as specified. This bill would revise these provisions to instead require the local agency to provide information related to an emergency within a local agency’s jurisdiction in English and translated in each language spoken by 5% or more of the population that speaks English less than “very well.” The bill, to determine whether a language meets the criteria for translation, would require a local agency to calculate the total population of those within its jurisdiction that speaks English less than “very well,” and, for each language included in the American Community Survey data, or data from an equally reliable source, determine whether speakers of any language who speak English less than “very well” comprise at least 5% of the total population of that jurisdiction that speaks English less than “very well.” The bill would make organizational and clarifying changes to the above-described provisions, as specified. This bill would declare that it is to take effect immediately as an urgency statute.	
AB 2346 Wilson D Vehicles: electric bicycles and speed limits.	This bill was enrolled and presented to the Governor on August 25, 2026.	Existing law defines an electric bicycle as a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts, and classifies electric bicycles into 3 classes with different restrictions for various purposes. This bill would require all class 2 electric bicycles manufactured, sold, or offered for sale on or after January 1, 2029, to be equipped with a speedometer. The bill would also require all electric bicycles manufactured, sold, or offered for sale on or after January 1, 2029, to be equipped with an integrated or detachable front lamp and a rear lamp, as specified. The bill would also require sellers and distributors of electric bicycles to disclose specified information at or before the point of sale, including, among other things, the classification and maximum speed of the electric bicycle and a recommendation that persons under 16 years of age should not ride an electric bicycle at a speed greater than 15 miles per hour. The bill would make a violation of these provisions punishable as an infraction, as specified. This bill contains other related provisions and other existing laws.	Watch
AB 2413 Ransom D Large-format public advertisements: public expense.	This bill was enrolled and presented to the Governor on August 20, 2026.	The Political Reform Act of 1974 provides for the comprehensive regulation of campaign financing and activities. The act defines “mass mailing” to mean over 200 substantially similar pieces of mail, and defines “mass electronic mailing” to mean sending more than 200 substantially similar pieces of electronic mail within a calendar month. The act prohibits a mass mailing from being sent at public expense if, among other things, the mailing features an elected officer affiliated with the agency that produces or sends the mailing, or includes the name, office,	Watch

		photograph, or other reference to the elected officer and is prepared or sent in cooperation, consultation, coordination, or concert with the elected officer. This bill would define “large-format public advertisement” as a billboard, wrap on a bus or other public transportation vehicle, advertisement affixed to a bus stop, and other public advertisements designated by the commission by regulation that are 24 inches by 36 inches or more in size. This bill would prohibit a large-format public advertisement from being published or displayed at public expense if, among other things, the advertisement includes the photograph of an elected officer affiliated with the agency that produces or purchases the large-format public advertisement. The bill would make an agency and elected official jointly and severally liable for any administrative or civil penalties incurred if the agency prepares a large-format public advertisement that violates the bill’s provisions in cooperation, consultation, coordination, or concert with the elected officer. This bill contains other related provisions and other existing laws.	
AB 2484 Alvarez D San Diego Metropolitan Transit System: transactions and use tax: voter initiatives.	This bill was enrolled and presented to the Governor on September 3, 2026.	The Mills-Deddeh Transit Development Act establishes the San Diego Metropolitan Transit Development Board, also known as the San Diego Metropolitan Transit System (MTS), governed by a 15-member board with specified powers and duties related to the operation of public transit services in the southern portion of the County of San Diego. The act authorizes MTS to impose a transactions and use tax of up to 0.5% for public transit purposes within its jurisdiction, or a portion of its jurisdiction, pursuant to the Transactions and Use Tax Law and subject to voter approval and various other requirements. This bill would also authorize those taxes to be imposed by a qualified voter initiative. To the extent that the bill would impose additional duties on a county elections official, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.	Watch
AB 2505 Carrillo D Electrical corporations: hydrogen refueling stations.	This bill was enrolled and presented to the Governor on September 3, 2026.	Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including electrical corporations. Existing law authorizes the commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. Existing law requires each electrical corporation to file an advice letter for, and requires the commission to approve, a new tariff or rule that authorizes each electrical corporation to design and deploy all electrical distribution infrastructure on the utility side of the customer’s meter for all customers installing separately metered infrastructure to support electric vehicle charging stations, other than those in single-family	Watch

		residences. This bill would require each electrical corporation, on or before April 1, 2027, to file an advice letter for, and require the commission, on or before September 1, 2027, to approve, a new or modified tariff or rule that authorizes the electrical corporation to design, construct, own, operate, and maintain all electrical distribution and service facilities located on the utility side of a customer's meter that are necessary to provide separately metered electrical service to hydrogen refueling stations, including hydrogen refueling stations located on premises that already receive electrical service for other uses. The bill would require that the tariff or rule authorize an electrical corporation to extend utility-side electrical distribution and service facilities from the existing distribution system to a dedicated revenue meter serving a heavy-duty hydrogen refueling station that serves vehicles that are 14,001 pounds or greater and authorize the installation of a dedicated revenue meter for the hydrogen refueling station load, as provided. The bill would require a facility installed pursuant to the tariff or rule to be treated, for cost allocation and customer contribution purposes, as line and service extensions, as provided. The bill would require that the tariff or rule require the electrical corporation to provide the applicant a good faith estimate before the applicant is required to execute a line or service extension agreement or make a nonrefundable payment, as provided. The bill would repeal its provisions on January 1, 2033. This bill contains other related provisions and other existing laws.	
AB 2529 Johnson R Civil claims: public entities and employees: declaration.	This bill was enrolled and presented to the Governor on September 8, 2026.	Existing law, the Government Claims Act, governs the tort liability and immunity of, and claims and actions against, public entities, officers, and employees. Existing law requires that a claim against a public entity or public employee be signed by the claimant or by some person on the claimant's behalf. This bill would require a claim against a public entity or public employee to include a declaration that, upon information and belief, the contents of the claim are true and correct. By expanding the definition of a crime, this bill would impose a state-mandated local program. This bill contains other existing laws.	Watch
AB 2576 Harabedian D Transit-oriented development: exclusions:	This bill was signed by the governor on September 15, 2026.	Existing law provides that a housing development project shall be an allowed use as a transit-oriented housing development if specified conditions and requirements are met. Existing law provides that these provisions do not apply to a local agency until July 1, 2026, unless the local agency adopts an ordinance or local transit-oriented development alternative plan, as defined, deemed compliant by the Department of Housing and Community Development before	Watch

historic sites.		July 1, 2026. Existing law specifies that, beginning on January 1, 2027, a local government that denies a housing development project meeting the requirements referenced above that is located in a high-resource area is presumed to be in violation of specified law and immediately liable for specified penalties. Existing law specifies exclusions from the provisions described above, including, among other sites prior to one year following the adoption of the 7th revision of the housing element, a site with a historic resource designated as of January 1, 2025, on a local register. This bill would also exclude from the provisions described above, a contributing site within a historic district included on the State Historic Resources Inventory designated before January 1, 2025, and a parcel individually listed as a historical resource included on the State Historic Resources Inventory designated before January 1, 2025. This bill would incorporate additional changes to Section 65912.161 of the Government Code proposed by AB 2415 to be operative only if this bill and AB 2415 are enacted and this bill is enacted last.	
AB 2595 Papan D San Mateo Electric Bicycle Safety Pilot Program.	This bill was enrolled and presented to the Governor on August 25, 2026.	Existing law defines an electric bicycle and classifies electric bicycles into 3 classes with different restrictions. Under existing law, a “class 1 electric bicycle” is a bicycle equipped with a motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour. Under existing law, a “class 2 electric bicycle” is a bicycle equipped with a motor that may be used exclusively to propel the bicycle and is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour. Under existing law, a “class 3 electric bicycle” is a bicycle equipped with a speedometer and a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour. Existing law prohibits a person under 16 years of age from operating a class 3 electric bicycle. This bill, the San Mateo Electric Bicycle Safety Pilot Program, would, until January 1, 2031, authorize a local authority within the County of San Mateo, or the County of San Mateo in unincorporated areas, to adopt an ordinance or resolution that would prohibit a person under 12 years of age from operating a class 1 or 2 electric bicycle. For the first 60 days following the adoption of an ordinance or resolution for this purpose, the bill would make a violation of the ordinance or resolution punishable by a warning notice. After 60 days, the bill would make a violation of the ordinance or resolution punishable by a fine of $25, except as specified. This bill would make a parent or legal guardian with control or custody of an	Watch

		unemancipated minor who violates the ordinance or resolution jointly and severally liable with the minor for the amount of the fine imposed. The bill would, if an ordinance or resolution is adopted, require the county to, by January 1, 2030, submit a report to the Legislature that includes, among other things, the total number of traffic stops initiated for a violation of the ordinance or resolution, the results of those traffic stops, and the actions taken by a peace officer during a traffic stop, as specified. The bill would require a local authority or county to administer a public information campaign for at least 30 calendar days prior to the enactment of the ordinance or resolution, as specified.	
AB 2656 Petrie-Norris D Public employees: notice: artificial intelligence performing service within scope of work.	This bill was enrolled and presented to the Governor on August 31, 2026.	Executive Order No. N-12-23 requires specified state agencies, in collaboration with other state agencies and their workforce, to draft a report to the Governor examining the most significant, potentially beneficial use cases for deployment of generative artificial intelligence (GenAI) tools by the state. The executive order requires the report to explain the potential risks to individuals, communities, and government and state government workers, and requires the report to be regularly assessed and updated in consultation with, among others, the state government workforce or organizations that represent state government employees, as specified. Chapter 928 of the Statutes of 2024, the Generative Artificial Intelligence Accountability Act, requires specified state agencies to update the report, as needed, to respond to significant developments and to consult with specified parties, including organizations that represent state exclusive employee representatives. The act also requires state agencies to consider procurement and enterprise use opportunities for GenAI to improve efficiency, effectiveness, accessibility, and equity of government operations, as specified. This bill would require certain state and local public employers to provide written notice to a recognized employee organization at least 45 days before taking an action to develop, purchase, or require the use of GenAI to perform a service that is within the scope of work of the job classification represented by the recognized employee organization.	Watch
SB 111 Laird D Budget Act of 2026.	This bill was signed by the Governor on June 29, 2026.	The Budget Act of 2026 would make appropriations for the support of state government for the 2026–27 fiscal year. This bill would amend the Budget Act of 2026 by amending, adding, and repealing items of appropriation and making other changes. This bill would declare that it is to take effect immediately as a Budget Bill.	Watch
SB 117	This bill is dead, held in the	Existing law establishes the Transit and Intercity Rail Capital Program, which is funded in	

Committee on Budget and Fiscal Review Transit and Intercity Rail Capital Program: loans: transit operating purposes: San Francisco Bay area.	Assembly Budget Committee.	part by a continuously appropriated allocation of a specified portion of the annual proceeds of the Greenhouse Gas Reduction Fund, to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems and bus and ferry transit systems to achieve certain policy objectives. Existing law requires the Transportation Agency to evaluate applications for funding under the program and to approve a multiyear program of projects, as specified, and requires the California Transportation Commission to allocate funding to applicants pursuant to the program of projects approved by the agency. Existing law creates the Metropolitan Transportation Commission as a local area planning agency for the 9-county San Francisco Bay area with comprehensive regional transportation planning and other related responsibilities. Existing law creates various transit districts located in the San Francisco Bay area, including the San Francisco Bay Area Rapid Transit District and the Alameda-Contra Costa Transit District, with specified powers and duties relating to providing public transit services. This bill would require, on or before July 1, 2026, the Transportation Agency, subject to various requirements, to loan to the Metropolitan Transportation Commission up to $590,000,000 of funding approved under the program for projects within the San Francisco Bay area. The bill would require the Metropolitan Transportation Commission to use the proceeds of that loan to offer loans, subject to certain conditions, for public transit operating purposes to the San Francisco Bay Area Rapid Transit District, the San Francisco Municipal Transportation Agency, the Peninsula Corridor Joint Powers Board, and the Alameda-Contra Costa Transit District. By changing the purpose for which continuously appropriated funds may be expended, the bill would make an appropriation. The bill would require the California Transportation Commission, if certain conditions are met, to establish an allocation plan for the awarded projects in the San Francisco Bay area under which future allocations under the program to those projects may be adjusted or deferred during the repayment period of the loan made to the Metropolitan Transportation Commission, as specified. The bill would require a transit operator to use its respective share of specified funding under the State Transit Assistance Program as security for any loan made by the Metropolitan Transportation Commission and would authorize the Metropolitan Transportation Commission to redirect those funds as repayment for an outstanding loan if the specified transit entity fails to make timely loan payments. The bill would make these provisions inoperative upon full repayment of the loan by the Metropolitan Transportation Commission, as specified. To the extent the bill would impose new duties on the Metropolitan Transportation Commission, the bill would impose a state-mandated local program.	Watch
SB 122 Committee on Budget and Fiscal Review	This bill was signed by the Governor on June 29, 2026.	Existing state sales and use tax laws impose a tax on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state of, or on the storage, use, or other consumption in this state of, tangible personal property purchased from a retailer for storage, use, or other	

Taxation.		consumption in this state. The Sales and Use Tax Law (SUT) defines "tangible personal property" to mean personal property that may be seen, weighed, measured, felt, or touched, or that is in any other manner perceptible to the senses. Existing law punishes various violations of the SUT as crimes. The Bradley-Burns Uniform Local Sales and Use Tax Law (Bradley-Burns) authorizes counties and cities to impose local sales and use taxes in conformity with the SUT, and existing laws authorize districts, as specified, to impose transactions and use taxes in accordance with the Transactions and Use Tax Law, which generally conforms to the SUT. Amendments to the SUT are automatically incorporated into the local tax laws. This bill would define "tangible personal property" to additionally mean a digital product and any copyright or patent interests associated therewith for the purposes of the application of the SUT, as prescribed. The bill would define "digital product" to mean, except as provided, prewritten computer software transferred on tangible storage media, transferred electronically, or accessed remotely. The bill would also make various conforming changes. By expanding the scope of violating the SUT, this bill would impose a state-mandated local program. This bill would prohibit a purchaser or retailer of a digital product that is transferred electronically or accessed remotely from entering into any form of agreement that would result, directly or indirectly, in the payment, transfer, diversion, or rebate of any tax revenue resulting from the imposition of a sales and use tax under Bradley-Burns imposed on the sale or purchase of a digital product that is transferred electronically or accessed remotely. This bill would make an appropriation of $750,000 from the General Fund to the California Department of Tax and Fee Administration for the purpose of administering these sales and use tax provisions.	
SB 169 Committee on Budget and Fiscal Review Transportation budget trailer bill.	This bill was signed by the Governor on July 13, 2026.	Existing law requires the Department of Transportation to work in partnership with the California Workforce Development Board to support California's high road construction careers program. Existing law requires the department to reserve a minimum aggregate total of $50,000,000 of federal funds from the federal Infrastructure Investment and Jobs Act to be allocated over 4 years in support of the program. This bill would instead require the department to reserve a minimum aggregate total of $30,000,000 of state transportation funds to be allocated in support of California's high road construction careers program. This bill contains other existing laws.	Watch
SB 176	This bill is dead, held in the	Existing state sales and use tax laws impose a tax on retailers measured by the gross	Watch

Committee on Budget and Fiscal Review Taxation.	Assembly Budget Committee.	receipts from the sale of tangible personal property sold at retail in this state of, or on the storage, use, or other consumption in this state of, tangible personal property purchased from a retailer for storage, use, or other consumption in this state. The Sales and Use Tax Law (SUT) defines "tangible personal property" to mean personal property that may be seen, weighed, measured, felt, or touched, or that is in any other manner perceptible to the senses. Existing law punishes various violations of the SUT as crimes. The Bradley-Burns Uniform Local Sales and Use Tax Law (Bradley-Burns) authorizes counties and cities to impose local sales and use taxes in conformity with the SUT, and existing laws authorize districts, as specified, to impose transactions and use taxes in accordance with the Transactions and Use Tax Law, which generally conforms to the SUT. Amendments to the SUT are automatically incorporated into the local tax laws. This bill would define "tangible personal property" to additionally mean a digital product and any copyright or patent interests associated therewith for the purposes of the application of the SUT, as prescribed. The bill would define "digital product" to mean, except as provided, prewritten computer software transferred on tangible storage media, transferred electronically, or accessed remotely. The bill would also make various conforming changes. By expanding the scope of violating the SUT, this bill would impose a state-mandated local program. This bill would prohibit a purchaser or retailer of a digital product that is transferred electronically or accessed remotely from entering into any form of agreement that would result, directly or indirectly, in the payment, transfer, diversion, or rebate of any tax revenue resulting from the imposition of a sales and use tax under Bradley-Burns imposed on the sale or purchase of a digital product that is transferred electronically or accessed remotely. This bill would make an appropriation of $750,000 from the General Fund to the California Department of Tax and Fee Administration for the purpose of administering these sales and use tax provisions.	
SB 667 Archuleta D Railroads: safety: report.	This bill was enrolled and presented to the Governor on September 2, 2026.	Existing law requires the Public Utilities Commission to annually report to the Legislature on sites on railroad lines in the state that the commission finds to be hazardous, including a list of all railroad sites in the state that it determines pose a local safety hazard. Existing law authorizes the commission to submit in the annual report the list of railroad sites submitted in the immediate prior year annual report, and to amend or revise that list from the immediate prior year as necessary. In determining which railroad sites pose a local safety hazard, existing law requires the commission to consider, among other things, whether any local safety hazards at railroad sites have been eliminated or sufficiently remediated to warrant removal of the site from the list. This bill would require the commission, on or before July 1, 2029, to review the list of railroad sites and, in the annual report, to include an evaluation of each site on the list and determine whether changes in conditions, operations, or safety data warrant the removal,	Watch Watch

		modification, or addition of any site.	
SB 677 Wiener D Housing financing: joint powers agreements: bond approvals: subdivisions: tentative and final maps: appeals.	This bill was enrolled and presented to the Governor on September 8, 2026.	Existing law, the Joint Exercise of Powers Act, authorizes 2 or more public agencies, by agreement, to form a joint powers authority to exercise any power common to the contracting parties, as specified. Existing law, for the purposes of that act, defines the term "public agency" to include various federal, state, local, and tribal entities. Existing law requires approval by the Department of General Services of certain joint powers agreements that include the state as a member, as provided. Existing law authorizes a joint powers authority to issue revenue bonds to pay the costs and expenses of acquiring, constructing, or conducting a program for, among other things, low-income housing projects owned or operated by a city, county, city and county, or housing authority. Existing law provides that the Treasurer and the Secretary of State are designated as elected representatives for federal tax purposes of a joint powers agency created to approve or certify the issuance of bonds, notes, or other evidence of indebtedness issued by or on behalf of the joint powers agency to the extent approval is required by federal tax law. This bill would provide that the geographic jurisdiction of a joint powers authority is the area encompassed by the combined geographical boundaries of all of its member public agencies. The bill would declare that these provisions are declaratory of existing law. This bill would additionally authorize the Treasurer to execute an agreement including the state as a member of a joint powers authority without obtaining approval from the Department of General Services only for the Treasurer to provide specified approvals for bonds issued by the joint powers authority to finance specified residential rental projects for which a city, county, or city and county that is a member of the joint powers authority has failed to provide specified approval required by federal tax law, as defined and provided. The bill would provide that its provisions do not expand, limit, or otherwise affect the authority of, among others, the state, or any officer or agency of the state, to enter into a joint exercise of powers agreement or cause the state to become a member of a joint powers authority, as specified. This bill contains other related provisions and other existing laws.	Watch
SB 739 Arreguín D Transportation network	This bill is dead, held in the Inactive File.	The Passenger Charter-party Carriers' Act provides for the regulation of charter-party carriers of passengers by the Public Utilities Commission and includes specific requirements applicable to transportation network companies, which are defined as certain organizations that, using an online-enabled application or platform, connect passengers with drivers using a personal vehicle. The act establishes the California Clean	Watch

companies: California Clean Miles Standard and Incentive Program.		Miles Standard and Incentive Program, which requires, by January 1, 2020, that the State Air Resources Board establish a baseline for emissions of greenhouse gases for vehicles used on the online-enabled applications or platforms by transportation network companies on a per-passenger-mile basis, as provided. The act requires, by January 1, 2021, that the state board establish, and the commission implement, annual targets and goals, in accordance with specified requirements, starting in 2023 for the reduction under that baseline for emissions of greenhouse gases per passenger mile driven on behalf of a transportation network company. The act makes a violation of the act, or an order or direction of the commission pursuant to the act, a crime. This bill would require, by January 1, 2028, the state board to adopt, and the commission to implement, updated annual targets and goals starting in 2029 for the reduction under that baseline for emissions of greenhouse gases per passenger mile driven on behalf of a transportation network company in accordance with specified requirements. The bill would prohibit the commission from finding a transportation network company in violation of the program under specified circumstances. The bill would prohibit the commission from adopting or enforcing any penalties against transportation network companies for the failure to meet the targets or goals adopted under the program by the state board applicable before the 2029 calendar year. However, the bill would require a transportation network company to meet specified targets for passenger miles traveled using a zero-emission vehicle in the 2027 and 2028 calendars years. This bill contains other related provisions and other existing laws.	
SB 741 Blakespear D Low Carbon Transit Operations Program.	This bill was enrolled and presented to the Governor on September 8, 2026.	Existing law creates the Low Carbon Transit Operations Program to provide operating and capital assistance for transit agencies to reduce the emissions of greenhouse gases and improve mobility. Existing law requires the Department of Transportation to administer the program and to adopt guidelines, in coordination with the State Air Resources Board, that describe the methodologies to be used by a recipient transit agency to demonstrate that proposed expenditures will meet specified program expenditure requirements and establish the reporting requirements for documenting ongoing compliance with those expenditure requirements. This bill would repeal the requirement for the department to adopt guidelines. This bill contains other related provisions and other existing laws.	Support July 2026
SB 830 Arreguín D Public Transit Revenue	This bill was signed by the Governor on July 16, 2026.	Existing law creates the Metropolitan Transportation Commission as a local area planning agency for the 9-county San Francisco Bay area with comprehensive regional transportation planning and other related responsibilities. Existing law establishes the Public Transit Revenue Measure District, governed by the same board that governs the commission, with jurisdiction extending throughout the	Watch

Measure District: revenue measure: election procedures.		boundaries of the Counties of Alameda, Contra Costa, San Mateo, and Santa Clara, and the City and County of San Francisco. Existing law authorizes a retail transactions and use tax applicable to the entire district to be imposed by the board of the district or by a qualified voter initiative for a duration of 14 years, and in specified amounts, subject to voter approval at the November 3, 2026, statewide general election. Existing law establishes specified procedures for that election, including a requirement that the elections officials of the counties where the measure will appear on the ballot mutually agree to use the same letter designation for the measure. This bill would revise those election procedures by, among other things, instead requiring the measure to be identified on the ballot by the designation “Regional Transit Measure” in each county included in the district and by requiring each county elections official in the district to select, from among the submissions of proposed arguments in favor of, and against, the measure, the arguments to be included in the county voter information guide of that county, as specified. This bill would declare that it is to take effect immediately as an urgency statute.	
SB 908 Wiener D Residential windows: retrofitting: residential window replacement projects: California Building Code compliance.	This bill was enrolled and presented to the Governor on August 31, 2026.	Existing law, the Davis-Stirling Common Interest Development Act, governs the management and operation of common interest developments. Existing law places various limits and prohibitions on the governing documents, as defined, relative to an owner’s separate interest within those developments. This bill would declare void and unenforceable any covenant, restriction, or condition contained in any deed, contract, security instrument, other instrument affecting the transfer or sale of any interest in a common interest development, or provision of a governing document that effectively prohibits or restricts the owner of a separate interest from completing a residential window replacement project or impose any requirements on California Energy Code-compliant windows, as specified. The bill’s provisions would not apply to certain provisions that impose reasonable installation restrictions on a residential window replacement project that do not significantly increase the cost of a residential window replacement project or significantly decrease the energy efficiency of a residential window replacement project, except as specified. This bill contains other related provisions and other existing laws.	Watch
SB 922 Laird D	This bill was signed by the Governor on August 27, 2026.	Existing law prohibits a local agency from imposing a tax, permit fee, or other charge for the privilege of using its streets or highways, other than a permit fee for an extralegal load unless the local agency had imposed the fee prior to June 1,	Watch

Vehicles: local agency charges: use of streets or highways.		1989. This bill would explicitly state that a fee, charge, surcharge, or component thereof imposed upon the provider of, or ratepayer for, public services by or for a local agency to recover the cost of street maintenance and repair and other costs associated with the use of its streets, roads, or highways to provide those public services is not a tax, permit fee, or other charge that is prohibited by the provision described above. The bill would provide that nothing in the Vehicle Code prohibits a local agency from imposing or collecting this fee, charge, or surcharge. The bill would delete obsolete references and make other technical changes. The bill would make various findings and declarations.	
SB 935 Choi R Local agency design-build projects: authorization.	This bill was signed by the Governor on July 16, 2026.	Existing law authorizes a local agency, as defined, with approval of its governing body, to procure design-build contracts for public works projects in excess of $1,000,000, awarding the contract either to the lowest bid or the best value. Existing law, among other requirements for the design-build procurement process, requires specified information submitted by a design-build entity to be certified under penalty of perjury. These provisions authorizing local agencies to use the design-build procurement process are repealed on January 1, 2031. This bill would repeal the above-described January 1, 2031, repeal date, thereby extending the operation of these provisions indefinitely. By indefinitely extending provisions that would otherwise be repealed on January 1, 2031, the bill would expand the crime of perjury, thereby imposing a state-mandated local program. This bill contains other related provisions and other existing laws.	Watch
SB 939 Laird D Public employees' retirement: service credit: payments.	This bill was enrolled and presented to the Governor on August 17, 2026.	The Public Employees' Retirement Law (PERL) creates the Public Employees' Retirement System (PERS), which provides a defined benefit to members of the system based on final compensation, credited service, and age at retirement, subject to certain variations. PERL vests management and control of PERS in the Board of Administration. Under that law, members may make certain elections, including elections to purchase service credit for various types of public service, upon payment of additional contributions. Existing law permits a member who retires before paying off the entire amount for service credit to pay the balance due by deductions from their retirement allowance equal to those authorized as payroll deductions, as specified. Under existing law, upon the death of that member, a survivor of the member, who is eligible for a monthly allowance, may elect to continue those deductions from the survivor's allowance. Existing law authorizes the member, survivor, or beneficiary, as an alternative, on or after January 1, 2020, to elect to receive an allowance that is reduced by the actuarial	Watch

		equivalent of any balance remaining unpaid by the member. This bill would limit that alternative option to elections made on or after January 1, 2020, with an initial effective date prior to January 1, 2028. (2)Existing law provides that all elections taking effect on or after January 1, 2020, including elections for normal contributions, arrears contributions, absences, or public service become due and payable at the time of the member's retirement or preretirement death. This bill would require, for all elections with an effective date on or after January 1, 2028, except as specified, the member's payment to be received by the system no later than 90 days after the member's retirement effective date, or the survivor or beneficiary's payment to be received by the system no later than 90 days after the date the notification of balance due is mailed. For any balance not paid, the service credit included in the election would be reduced or eliminated, as specified. This bill would also require all contributions or service credit adjustments required by law or agreement with an effective date on or after January 1, 2028, to become due and payable at the time of retirement or preretirement death. The bill would require the member, survivor, or beneficiary to have their allowance reduced by the actuarial equivalent of any balance remaining unpaid by the member. (3)Existing law permits a member of PERS who has elected to receive credit for service and who retires for disability, including a safety member who retires due to industrial disability, to elect to cancel the installments prospectively, in accordance with certain provisions. This bill contains other related provisions and other existing laws.	
SB 947 McNerney D Employment: automated decision systems.	This bill was enrolled and presented to the Governor on September 9, 2026.	Existing law requires the Department of Technology to conduct, in coordination with other interagency bodies as it deems appropriate, a comprehensive inventory of all high-risk automated decision systems (ADS) that have been proposed for use, development, or procurement by, or are being used, developed, or procured by, any state agency. This bill would prohibit an employer from discharging, threatening to discharge, demoting, suspending, or in any manner discriminating or retaliating against any employee for taking certain actions asserting their rights under the bill. The bill would authorize the Labor Commissioner to enforce the bill's provisions and also authorize a public prosecutor to bring a civil enforcement action, as specified. The bill would set forth specified types of relief that a plaintiff may seek and specified penalties that an employer that violates these provisions is subject to, including a $500 civil penalty per violation. This bill contains other related provisions and other existing laws.	Watch

SB 951 Reyes D Employment: technological displacement: notice.	This bill was enrolled and presented to the Governor on September 9, 2026.	Existing law, the California Worker Adjustment and Retraining Act (Cal/WARN Act), prohibits an employer from ordering a mass layoff, relocation, or termination at a covered establishment unless, 60 days before the order takes effect, the employer gives written notice of the order to the employees affected by the order and to the Employment Development Department and certain local officials. Existing law makes an employer who fails to give specified notice regarding a mass layoff, relocation, or termination subject to a civil penalty of not more than $500 for each day of the employer's violation. This bill would revise the Cal/WARN Act to also require an employer giving notice of a mass layoff, relocation, or termination caused in whole or in substantial part by an artificial intelligence (AI) system or other automated technology replacing or automating employment positions to include certain information in the notice, including the job functions performed by workers that will be automated by AI or other automated technology. The bill would require the department to publish a summary of the notices received on its internet website and to post a quarterly statewide summary of technological displacements reported. The bill would require the department, on or before January 1, 2028, to submit a report to the Legislature on artificial intelligence's effects on business hiring practices, including its impact on industries and occupations at the state and regional level. The bill would repeal the provision requiring that report on January 1, 2029.	Watch
SB 994 Cabaldon D Local agencies: nondisclosure agreements.	This bill was enrolled and presented to the Governor on August 21, 2026.	Existing law, the legislative code of ethics, prohibits Members of the Legislature from entering into, or requesting that another party enter into, a nondisclosure agreement relating to the drafting, negotiation, or discussion of proposed legislation. Existing law also makes any nondisclosure agreement relating to the drafting, negotiation, or discussion of proposed legislation entered into after January 1, 2026, void and unenforceable. Existing law provides an exception for nondisclosure agreements, or portions thereof, that prevent only the disclosure of trade secrets, financial information, or proprietary information, as specified. This bill would prohibit a local agency official, as defined, acting in their official capacity from entering into, or requesting that another individual enter into, a nondisclosure agreement relating to public business that precludes their ability to share information with fellow local agency officials serving on the same council, board, commission, district, or agency. The bill would require a local agency official in violation of that provision to, among other things, disclose the existence of the nondisclosure agreement, as specified, and would provide that these requirements imposed on a local agency official also apply to a local agency	Watch

		official acting in their official capacity who entered into, or requested that another individual enter into, a nondisclosure agreement described above before January 1, 2027. By imposing additional duties on local agency officials, the bill would impose a state-mandated local program. The bill would also make any nondisclosure agreement relating to public business that precludes the ability of a local agency official to share information with fellow local agency officials serving on the same council, board, commission, district, or agency and that is entered into after January 1, 2027, void and unenforceable. The bill would prohibit an employee of a local agency or a local agency official acting in their official capacity from entering into, or requesting that another individual enter into, a nondisclosure agreement relating to public business that precludes their ability to share information with the local agency official who they serve or the governing body of the local agency that employs them. This bill contains other related provisions and other existing laws.	
SB 1087 Cabaldon D Transportation planning: sustainable communities strategies: transportation funding programs.	This bill was enrolled and presented to the Governor on September 10, 2026.	Existing law requires certain transportation planning agencies to prepare and adopt regional transportation plans directed at achieving a coordinated and balanced regional transportation system. Existing law requires a regional transportation plan to include a policy element, a sustainable communities strategy prepared by a metropolitan planning organization, an action element, and a financial element, as provided. Existing law requires those transportation planning agencies to adopt and submit every 4 years, except as provided, an updated regional transportation plan to the California Transportation Commission and the Department of Transportation. This bill would revise and recast the requirements for a sustainable communities strategy, including, among other things, (A) requiring a sustainable communities strategy every 8 years with a progress report after 4 years instead of requiring a sustainable communities strategy every 4 years, (B) requiring the state board to provide each region with greenhouse gas emission reduction targets for 2035 and 2045, and (C) requiring the state board to hold technical workshops before providing those targets. The bill would also revise the state board's process for reviewing sustainable communities strategies and alternative planning strategies, as specified. This bill contains other related provisions and other existing laws.	Watch
SB 1159 Cabaldon D	This bill was enrolled and presented to the Governor on	The California Constitution provides that people have the right of access to information concerning the conduct of the people's business. Various provisions of existing law, including the California Public Records Act, the Legislative Open	Watch

Artificial intelligence: transparency and governance.	August 28, 2026.	Records Act, the Bagley-Keene Open Meeting Act, and the Ralph M. Brown Act, provide, with some exceptions, for public access to government records and meetings of government bodies. Among those acts, the California Public Records Act defines “person” to include any natural person, corporation, partnership, limited liability company, firm, or association. This bill would specify that, for purposes of the California Public Records Act, the Bagley-Keene Open Meeting Act, the Ralph M. Brown Act, the Legislative Open Records Act, the Administrative Procedure Act, the California Coastal Act of 1976, and CEQA, “person,” “interested person,” “participant,” “member of the public,” as applicable, and any other similar terms under each act referring to those who may engage with governmental agencies, do not include artificial intelligence, as defined, systems, autonomous agents, or robots, whether physical or digital. The bill would authorize governmental agencies to use a disclosure verification tool to determine if artificial intelligence is present. The bill would make findings and declarations related to these provisions. This bill contains other related provisions and other existing laws.	
SB 1187 Durazo D Open meetings.	This bill was enrolled and presented to the Governor on August 28, 2026.	Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. Existing law, beginning July 1, 2026, requires eligible legislative bodies, as defined, to have in place a system for electronically accepting and fulfilling requests for meeting agendas and documents. Existing law additionally requires these legislative bodies to translate the agenda for each meeting of that body and to reasonably assist members of the public who wish to translate a public meeting or receive interpretation, as specified. This bill would instead delete the above-described requirements on eligible legislative bodies. This bill contains other related provisions and other existing laws.	Watch
SB 1216 Laird D Budget Act of 2026.	This bill is dead, held in the Senate Budget and Fiscal Review Committee.	The Budget Act of 2026 would make appropriations for the support of state government for the 2026–27 fiscal year. This bill would amend the Budget Act of 2026 by amending a section relating to appropriations. This bill would declare that it is to take effect immediately as a Budget Bill.	Watch
SB 1361 Durazo D	This bill was enrolled and presented to the Governor on September 8, 2026.	Existing law requires a housing development project to be an allowed use as a transit-oriented housing development if certain requirements are met. Existing law provides that these provisions do not apply to a local agency until July 1,	Watch

Transit-oriented housing developments: local governments: transit agencies and projects.		2026, unless the local agency takes specified actions. Existing law defines various terms for these purposes. Existing law prohibits a local government from adopting any requirement that applies to a project solely or partially on the basis that the project is seeking approval as a transit-oriented housing development, as specified. This bill would additionally prohibit a local government with an existing or planned transit-oriented development stop from taking specified actions with respect to transit agencies and transit projects.	
SB 1375 Cortese D California Environmental Quality Act: exemption: urban intermodal rail station project.	This bill was enrolled and presented to the Governor on August 21, 2026.	The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Existing law exempts from CEQA a public project for the improvement, institution, or increase of passenger rail service, including the maintenance, construction, or rehabilitation of stations, terminals, or existing operations facilities that will be exclusively used by zero-emission trains or specified rolling stock or locomotives, as provided. This bill would exempt from CEQA, except as specified, a public urban, intermodal rail station project within a long-urbanized area within the statewide passenger rail network, at which high-capacity light, commuter, and intercity rail services converge that meets specified conditions, including, among other requirements, a requirement for compliance with various environmental laws and for the adoption of a plan for how any displacement from the project will be fully addressed, as provided. The bill would require a lead agency, if it determines that a project is not subject to CEQA pursuant to this exemption, and it determines to carry out the project, to file a notice of exemption with the Office of Land Use and Climate Innovation and the county clerk of the county in which the project is located, as provided. The bill would permit exemption only for projects for which a notice of exemption is filed before January 1, 2032. Because a lead agency would be required to determine the applicability of this exemption, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.	Watch