
San Diego Regional Building Authority (SDRBA)

Agenda

May 17, 2024 at 1:00 p.m.

In-Person Participation:

James R. Mills Building, 10th Floor, Executive Committee Room; 1255 Imperial Avenue, San Diego, CA, 92101

Teleconference Participation:

Dial-in No.: 1(669) 900-9128; Webinar ID: 823 6317 8809

NO.	ITEM SUBJECT AND DESCRIPTION	ACTION
1.	Roll Call	
2.	Approval of Minutes Action would approve the January 26, 2023 meeting Minutes.	Approve
DISCUSSION AND REPORT ITEMS		
3.	James R. Mills Building – Adoption of Operating Budget and Capital Improvement Projects For Fiscal Year 2024/2025 (FY24/25) Action would 1) Approve the proposed FY 24/25 Operating Budget (Attachment A) and authorize the Executive Officer to approve the expenditure of \$5,156,433 in accordance therewith; and 2) Approve the proposed FY 24/25 Capital Improvement Budget (Attachment B) and authorize the Executive Officer to approve the expenditure of \$1,854,757 from the Capital Reserve Account.	Approve
4.	Award of Property Management Agreement for James R. Mills Building and Autopark Action would 1) Authorize Executive Officer of the SDRBA to execute Contract Doc. No. G2732.0-23 24 (in substantially the same format as Attachment A, B, C), the Property Management Agreement between Ryan Companies US Inc. (Ryan Companies) and SDRBA, for a contract term of ten (10) base years with two (2) 3-year options; 2) Authorize Executive Officer the authority to execute option years, at its discretion; and 3) Authorize Executive Officer to execute Amendment 6 to Contract Doc. No G1233.0-09 (in substantially the same format as Attachment D), with Colliers International Real Estate Management Services (CA), Inc. (Colliers) through September 30, 2024 to provide additional transition time.	Approve
5.	Public Comments	
6.	Commissioner Member Comments	
7.	Next Meeting Date: To be determined	
8.	Adjournment	

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ASSISTANCE FOR PERSONS WITH DISABILITIES: Contact the Clerk of the Board office at 619-398-9561 or dalia.gonzalez@sdmts.com with questions or to request meeting material information in an alternative format. To the extent reasonably possible, requests for accommodations, assistance or disability-related accommodations should be submitted at least 72 hours in advance of the meeting so that arrangements may be made. An area in the front of the room is designated for individuals requiring the use of wheelchair or other accessible devices.

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MINUTES

January 26, 2024

1. **Roll Call**

Vice Chair McCann called the meeting to order at 2:03 p.m. Authority Commissioners present included Commissioner Montgomery Steppe.

2. **Approval of Minutes**

Karen Landers, MTS General Counsel acknowledged an error in the Roll Call sheet of the pre-meeting packet and asked the committee to approve Commissioner McCann as present at the October 17, 2023, rather than former Commissioner Goble

Vice Chair McCann moved for approval an amended minutes version of the October 17, 2023, San Diego Regional Building Authority (SDRBA) meeting to reflect current Commissioner McCann present, rather than former Commissioner Goble, in the October 26, 2023 Roll Call sheet. Commissioner Montgomery Steppe seconded the motion, and the vote was 2 to 0 in favor with Chair Vargas absent.

3. **Amendments to Mills Building Ground Lease, Lease and Sublease Agreements – Transfer of 8th Floor Space from County to MTS**

Ms. Landers provided a brief overview on the Mills Building lease documents and proposed action.

Commissioner Montgomery Steppe asked for clarification on who had the main financial responsibility to fund building costs reclassified as part of the lease amendments, prior to them being reclassified as common building costs. Ms. Landers answered that these costs were inadvertently billed to MTS as part of the prior cost formulas.

Action Taken

Commissioner Montgomery Steppe moved to authorize the Executive Director of the SDRBA to:

- 1) Negotiate and execute amendments to the Mills Building Ground Lease and Lease documents to reflect the Sublease Agreement changes agreed to by the County and MTS and
- 2) Negotiate and execute future amendments to the Mills Building Ground Lease and Lease documents so long as they are budget neutral or within the Executive Director's expenditure authority under SDRBA Policy 1. Vice Chair McCann seconded the motion, and the vote was 2 to 0 in favor with Chair Vargas absent.

4. **Public Comments**

5. **Next Meeting Date**

The next San Diego Regional Building Authority meeting is to be determined.

6. Adjournment

The meeting adjourned at 2:11 p.m.

/S/ John McCann

For Chairperson
San Diego Regional Building Authority

Attachment: Roll Call Sheet

San Diego Regional Building Authority (SDRBA)

ROLL CALL

MEETING OF (DATE): January 26, 2024

CALL TO ORDER (TIME): 2:02 p.m.

RECESS _____

RECONVENE _____

ADJOURN: 2:11 p.m.

BOARD MEMBER	(Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
McCann	<input checked="" type="checkbox"/>	2:02 p.m.	2:11 p.m.
Montgomery Steppe	<input checked="" type="checkbox"/>	2:02 p.m.	2:11 p.m.
Vargas	<input type="checkbox"/>	ABSENT	ABSENT

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

San Diego Regional Building Authority (SDRBA)

Agenda Item no. 3

May 17, 2024

SUBJECT:

James R. Mills Building – Adoption of Operating Budget and Capital Improvement Projects for Fiscal Year 2024/2025 (FY24/25)

RECOMMENDATIONS:

- 1) Approve the proposed FY 24/25 Operating Budget (Attachment A) and authorize the Executive Officer to approve the expenditure of \$5,156,433 in accordance therewith; and
- 2) Approve the proposed FY 24/25 Capital Improvement Budget (Attachment B) and authorize the Executive Officer to approve the expenditure of \$1,854,757 from the Capital Reserve Account.

DISCUSSION:

The James R. Mills Building located at 1255 Imperial Avenue (Mills Building) is jointly operated by the County of San Diego (County) and San Diego Metropolitan Transit System (MTS) through ground lease, lease, and sublease agreements with the San Diego Regional Building Authority (SDRBA). The SDRBA is a joint powers authority created by the County and MTS to fund, construct, maintain and operate the Mills Building.

Under the lease agreements, MTS controls the trolley infrastructure, station areas, a portion of the first-floor retail spaces, most of the eighth floor, and the ninth and tenth floor office areas. County controls the office areas on the second through seventh floors and portions of the first and eighth floors. The parking garage is shared proportionately by the County and MTS. County and MTS pay for individual monthly employee parking spaces, and additional revenue is generated from the garage for daily and special event parking, including an agreement with the Padres for 300 spaces during each Padres home game and some Petco Park special events.

The SDRBA has a property management contractor (currently Colliers International Management Company (Colliers)) to handle day-to-day operations and maintenance of the Mills Building. Administrative support and oversight is provided by representatives of MTS and the County.

Today's actions would approve the budgets for Mills Building operations and capital improvement projects for FY 24/25.

Mills Building Budget and Expense Overview

The Mills Building Budget is made up of five major categories of expenses and revenue:

1. Operating Expenses. This includes expenses related to property management, janitorial, landscaping, security, utilities, parking, and general repairs and maintenance activities for the Mills Building. Under the MTS-County sublease 2nd amendment, MTS pays 35.91% and County pays 64.09% of Operating Expenses.
2. Capital Improvement Expenses. This includes costs for Mills Building Capital Improvements and major repair projects. Under the MTS-County sublease 2nd amendment, MTS pays 35.91% and County pays 64.09% of Capital Improvements. Some projects are in process and may have funding from prior fiscal years. The Capital Improvements totaling \$1,854,757 in the FY 24/25 budget reflect new projects.

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a. *Adjustment to the Operating Expenses and Capital Improvements for the 23/24 Budget:* The 2nd Amendment to the MTS-County sublease, transferring the remaining 8th Floor office suite from County to MTS, was effective January 1, 2024. This required some adjustments to the Fiscal Year 2023/2024 budget allocations to reflect the updated pro-rata share of each agency. As it relates to capital budget contributions, the prior year 23/24 budget allocations are being adjusted by \$88,280. This amount was added to MTS' 24/25 budget allocation and an offsetting credit was provided to the County in the same amount.

3. Parking Revenue. This is a credit for actual parking revenue from daily parking fees, monthly parking fees for MTS or County employees, the Padres parking lease, and special event parking fees. This credit is used to reduce the required Operating Expense contribution from County and MTS. Based on historical agreements and ownership shares of the garage, which are memorialized in the lease agreements, parking revenue is allocated as follows: MTS 24.95% and County 75.05%.
4. Direct Owner Expenses. This includes expenses that are solely related to either the County's occupancy or MTS's occupancy. They are not split according to the Operating Expenses proportionate share percentage, but are added to either the County or MTS costs shares as appropriate.

FY24/25 Mills Building expenses subject to the County/MTS proportionate share allocation are calculated by the following formula:

	+/-		MTS %		County %
Line A	+	Operating Expenses	35.91%		64.09%
Line B	+	Capital Improvement Expenses	35.91%		64.09%
Line C	=		Mills Building Expense Subtotal		
Line D	(-)	Parking Revenue	24.95%		75.05%
Line E	=		Total Mills Building Expenses Subject to Proportionate Share		
Line F	+	Direct Owner Expenses			
Line G	=	Total Mills Building Expenses			

The County and MTS annual contributions to Mills Building Expenses are then calculated as follows:

County	MTS
(+) 64.09% of Line C	(+) 35.91% of Line C
(-) 75.05% of Line D	(-) 24.95% of Line D
(+) County Direct Owner Expenses	(+) MTS Direct Owner Expenses
<i>County Total Mills Building Expenses</i>	<i>MTS Total Mills Building Expenses</i>

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FY 24/25 Operating Budget (Attachment A)

The proposed total Operating Expense budget for FY24/25 totals \$5,156,433. Annual Operating Expenses have increased by approximately 6.8% over the annual Operating Expenses for FY24/25. The primary reasons for the increases are the following: wage increases, fire/life/safety-related contract increases in maintenance & new equipment; utility increases; parking staff increases for additional events; added garage-related San Diego Tax Assessment (PBID) charges; offset by savings in new copper/automized phonelines.

The proportionate distribution of shared operating expenses is \$3,304,758 (County) and \$1,851,675 (MTS).

FY 24/25 Direct Owner Expense:

Direct Owner Expenses of \$1,708,279 are allocated to County \$1,685,629 and MTS \$22,650 according to their respective use. These costs generally relate to additional utilities, trash collection, cleaning, and security for County or MTS units.

FY 24/25 Capital Improvement Program Budget (Attachment B)

Proposed Capital Improvements in FY 24/25 total \$1,854,757 (Attachment B). Proposed Capital Improvement items for FY 24/25 include: electrical tracing of individual floors to identify floor breakers, remodel restrooms (3 Floors) in conjunction with previously funded HVAC projects (HVAC ancillary equipment replacement per consultant for air handling units ,and Chilled Water Valves HVAC ancillary equipment replacement per consultant for variable air ventilation, ducting and heating valves) and due to complexity of installation & updated code requirements, security camera, Xray and metal detector upgrades, architectural fees, new doors & frames & access reader for pedestrian doors for parking garage, monument plaza upgrade landscape, lighting and way finding for original monument sign on Imperial Avenue.

The proportionate distribution of shared Capital Improvement Program expenses is \$1,188,714 (County) and \$666,043 (MTS).

FY 24/25 Reserve Contribution

No contribution is requested for FY 24/25

Actual Parking Revenue Received:

Total Parking Revenue to be deducted from building operating costs is \$2,311,537. This number reflects total actual parking revenue of \$1,869,850 thru Jan 2024 for FY23/24; and \$441,687 Excess Revenues from Feb 2023 – June 2023 of FY 22/23.

The proposed parking revenue credit is shared according to a formula that remains unchanged for the proposed budget: the County is allocated 75.05%, or \$1,734,808; MTS is allocated 24.95%, or \$576,728.

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TABLE 1: BUDGET SUMMARY

The above budget categories and proportionate shares are set forth in table format below:

Line	+/-	Expenses and Parking Revenue	Current Budget FY 23/24	Proposed Budget FY 24/25
A	+	Project Operating Expense	\$ 4,828,037	\$ 5,156,433
B	+	Total Capital Improvements	\$ 1,735,550	\$ 1,854,757
C	=	<i>Mills Building Expense Subtotal</i>	\$ 6,563,587	\$ 7,011,190
D	-	Less: Parking Revenue	\$ (2,136,706)	\$ (2,311,537)
E	=	<i>Mills Building Expenses Subject to Proportionate Share</i>	\$ 4,426,881	\$ 4,699,653
F	+	Direct Owner Expenses	\$ 1,489,242	\$ 1,708,279
G	=	Total Mills Building Opex and CIP Budget	\$ 5,916,123	\$ 6,407,932

TOTAL COST SHARES (Operating Expense, Parking, Capital Improvements and Direct Expenses) <i>*The allocations below have been blended for the 8th floor % share change effective 1/1/2024</i>		
	Current Budget FY23/24 <i>*Blended for 8th floor % Share change eff 1/1/24</i>	Proposed Budget FY24/25
MTS Share	\$1,754,907	\$1,963,640
County Share	\$4,161,216	\$4,444,292
Total	\$5,916,123	\$6,407,932

Attachments

- A: Proposed FY 24/25 Operating Budget and Capital Expenditures.
- B: Proposed FY 24/25 Capital Improvements.
- C: FY 23/24 to FY 24/25 Current vs Proposed Budget

James Mills Building (5097-sd)
July 2024 Through June 2025
Project Sq. Ft. 183,245
Type: Office

Acct No	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Total
REVENUE (Ties to Income Schedule)													
RENT													
4110-0000 MTS Retail Rent: A-Mart (3% Jan COLA CAP)	4,459	4,459	4,459	4,459	4,459	4,459	4,592	4,592	4,592	4,592	4,592	4,592	54,305
TOTAL RENT	4,459	4,459	4,459	4,459	4,459	4,459	4,592	4,592	4,592	4,592	4,592	4,592	54,305
OPERATING EXP REIMB													
4310-0000	0	0	0	0	0	0	0	0	0	0	0	0	0
4330-0000 HHS Reimbursed Utilities *(See Board Allocations)	37,359	37,359	37,359	37,359	37,359	37,359	37,359	37,359	37,359	37,359	37,359	37,359	448,303
4332-0000 Trash Removal Reimb (Amart)	200	200	200	200	200	200	200	200	200	200	200	200	2,400
TOTAL OPERATING EXP REIMB.	37,559	37,559	37,559	37,559	37,559	37,559	37,559	37,559	37,559	37,559	37,559	37,559	450,703
PARKING INCOME													
4405-0100 Parking Padres	0	0	0	0	0	0	0	0	484,202	0	0	0	484,202
4405-0100 Parking Game Revenue (See Ace Parking)	170,000	170,000	170,000	0	0	0	0	0	0	170,000	170,000	170,000	1,020,000
4405-2000 Parking- Monthly Parking (MTS & Other)(See Ace Parking)	11,600	11,600	11,600	11,600	11,600	11,600	11,600	11,600	11,600	11,600	11,600	11,600	139,200
4405-3000 Parking-Daily (Transient) (See Ace Parking)	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	264,000
4405-0100 (A) Parking HHS Monthly Parking *(See Board Allocations)	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	31,200
4405-0100 Available Account	0	0	0	0	0	0	0	0	0	0	0	0	0
4405-0100 Retail Tenants (See Ace Parking)	450	450	450	450	450	450	450	450	450	450	450	450	5,400
4405-0200 (B) Parking Contribution MTS *(See Board Allocations)	200	200	200	200	200	200	200	200	200	200	200	200	2,400
4405-0002 Parking - Coupons (combined with monthly parking 4405-2000)	0	0	0	0	0	0	0	0	0	0	0	0	0
4405-1000 Parking - Events (See Ace Parking)	11,000	11,000	45,000	0	15,000	15,000	0	11,000	15,000	7,000	0	0	130,000
TOTAL PARKING INCOME	217,850	217,850	251,850	36,850	51,850	51,850	36,850	47,850	536,052	213,850	206,850	206,850	2,076,402
OTHER INCOME													
4801-0000 HHS Dedicated Security/Janitorial/Pest Control Reimb *(Included in Board Allocations)	81,111	81,111	81,111	81,111	81,111	81,111	81,111	81,111	81,111	81,111	81,111	81,111	973,326
4803-0000 MTS Dedicated 1st Floor Exp reimb *(Included in Board Allocations)	1,687	1,687	1,687	1,687	1,687	1,687	1,687	1,687	1,687	1,687	1,687	1,687	20,250
4880-0000 Interest Income	18	18	18	18	18	18	18	18	18	18	18	18	216
4890-0000 Other Income*	0	0	0	0	0	0	0	0	0	0	0	0	0
4890-0002 Contributions MTS-San Diego Opex *(Included in Board Allocations)	113,602	113,602	113,602	113,602	113,602	113,602	113,602	113,602	113,602	113,602	113,602	113,602	1,363,227
4890-0003 Contributions San Diego County Opex *(Included in Board Allocations)	123,472	123,472	123,472	123,472	123,472	123,472	123,472	123,472	123,472	123,472	123,472	123,472	1,481,669
4890-0004 Contributions MTS-San Diego-Capital *(Included in Board Allocations)	55,504	55,504	55,504	55,504	55,504	55,504	55,504	55,504	55,504	55,504	55,504	55,504	666,043
4890-0005 Contributions-San Diego County-Capital *(Included in Board Allocations)	99,060	99,060	99,060	99,060	99,060	99,060	99,060	99,060	99,060	99,060	99,060	99,060	1,188,714
TOTAL OTHER INCOME	474,454	474,454	474,454	474,454	474,454	474,454	474,454	474,454	474,454	474,454	474,454	474,454	5,693,445
TOTAL REVENUE	734,321	734,321	768,321	553,321	568,321	568,321	553,455	564,455	1,052,656	730,455	723,455	723,455	8,274,854

Operating Expenses													Square Feet: 183,245				
													County	MTS	Cost		
													64.09%	35.91%	P.S.F.		
													66.78%	33.22%			
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administration																	
5810 Payroll Building Manager	13,253	13,253	13,253	13,253	13,253	13,253	13,253	13,253	13,253	13,253	13,253	13,253	159,031	101,923	57,108	\$ 0.87	
5845 Telephone	3,997	3,997	3,997	3,997	3,997	3,997	3,997	3,997	3,997	3,997	3,997	3,997	47,968	30,743	17,225	\$ 0.26	
5840 Office Supplies/Postage	400	400	400	400	400	400	400	400	400	400	400	400	4,800	3,076	1,724	\$ 0.03	
5843 Repairs & Maintenance	292	42	42	292	42	42	292	42	42	292	42	42	1,500	961	539	\$ 0.01	
5805 Management Fees	7,300	7,300	7,300	7,300	7,300	7,300	7,300	7,300	7,300	7,300	7,300	7,300	87,600	56,143	31,457	\$ 0.48	
5884 Tenant Relations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	
5890 Other Administrative Expenses	9,391	3,766	9,331	3,766	3,766	3,814	3,766	9,331	38,892	3,766	3,766	3,766	97,126	62,248	34,878	\$ 0.53	
Total Administrative	34,633	28,758	34,323	29,008	28,758	28,806	29,008	34,323	63,884	29,008	28,758	28,758	398,025	255,094	142,931	\$ 2.17	
General Building																	
5255 Engineers Payroll	16,994	16,994	16,994	16,994	16,994	16,994	16,994	16,994	16,994	16,994	16,994	16,994	203,927	130,697	73,230	\$ 1.11	
5690 Repairs & Maintenance	7,693	7,713	6,113	8,393	7,013	8,813	8,393	7,013	5,913	7,693	7,013	5,913	87,680	56,194	31,486	\$ 0.48	
5680 Pest Control	7,080	380	380	1,280	380	380	7,080	380	380	1,280	380	380	19,760	12,664	7,096	\$ 0.11	
5667 Painting	3,600	0	500	3,600	0	500	3,600	0	500	3,600	0	500	16,400	10,511	5,889	\$ 0.09	
5673 Tools & Equipment	300	0	0	300	0	0	300	0	0	300	0	0	1,200	769	431	\$ 0.01	
5410 Plumbing	5,923	2,548	12,552	5,188	2,548	3,838	7,050	2,650	42,840	4,450	2,650	4,290	96,526	61,864	34,662	\$ 0.53	
5685 Roof	0	0	0	0	0	0	7,344	3,500	0	0	0	0	10,844	6,950	3,894	\$ 0.06	
Total General Building	41,590	27,635	36,539	35,755	26,935	30,525	50,761	30,537	66,627	34,317	27,037	28,077	436,337	279,649	156,689	\$ 2.38	
Janitorial																	
5505 Cleaning Contract	43,710	42,110	43,110	42,110	42,110	43,110	43,710	42,110	43,110	42,110	43,110	43,110	512,518	328,473	184,045	\$ 2.80	
5515 Cleaning Supplies	9,044	9,044	9,044	9,044	9,044	9,044	9,044	9,044	9,044	9,044	9,044	9,044	108,528	69,556	38,972	\$ 0.59	
5230 Refuse Removal	6,158	6,158	6,158	6,158	6,158	6,158	6,466	6,466	6,466	6,466	6,466	6,466	75,746	48,546	27,201	\$ 0.41	
5520 Window Washing Contract	10,748	55,080	0	0	0	0	0	0	0	0	0	0	65,828	42,189	23,639	\$ 0.36	
Total Janitorial	69,660	112,392	58,312	57,312	57,312	58,312	59,220	57,620	58,620	57,620	58,620	58,620	762,620	488,763	273,857	\$ 3.80	
Electrical & Lighting Systems																	
5315 Electrical Supplies	350	200	200	350	200	200	350	200	200	350	200	200	3,000	1,923	1,077	\$ 0.02	
5310 Electrical Repairs & Maintenance	310	310	310	310	310	310	10,184	310	310	310	310	310	13,594	8,712	4,881	\$ 0.07	
Total Electrical	660	510	510	660	510	510	10,534	510	510	660	510	510	16,594	10,635	5,959	\$ 0.09	
Elevator																	
5455 Elevator Contract	3,200	4,977	3,200	3,200	3,200	3,200	3,200	4,977	3,200	3,200	3,200	3,200	41,954	26,888	15,066	\$ 0.23	
5460 Elevator Repair & Maintenance	1,800	1,600	1,800	1,600	2,400	5,800	1,800	1,600	2,000	1,600	2,400	1,600	26,000	16,663	9,337	\$ 0.14	

(these %'s were effective 1/1/24)
(these %'s were effective thru 12/31/23)

James Mills Building (5097-sd)
July 2024 Through June 2025
Project Sq. Ft. 183,245
Type: Office

Acct No	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Total			
5463 Elevator Telephone Lines	3,827	3,827	3,827	3,827	3,827	3,827	3,827	3,827	3,827	3,827	3,827	3,827	45,920	29,430	16,490	\$ 0.25
Total Elevator	8,827	10,404	8,827	8,627	9,427	12,827	8,827	10,404	9,027	8,627	9,427	8,627	113,874	72,982	40,892	\$ 0.37
HVAC																
5355 HVAC Contract Service	7,294	7,294	7,294	24,521	11,662	7,294	10,779	7,294	7,294	7,294	7,294	9,719	115,034	73,725	41,309	\$0.63
5365 HVAC Materials & Supplies	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	15,000	9,614	5,387	\$0.08
5360 HVAC Repairs & Maintenance	4,550	4,550	4,550	4,550	14,550	4,550	4,550	4,550	4,550	4,550	4,550	4,550	64,600	41,402	23,198	\$0.35
5390 HVAC Water Treatment	499	499	499	499	499	499	499	499	499	499	499	499	5,982	3,834	2,148	\$0.03
Total HVAC	13,593	13,593	13,593	30,819	27,961	13,593	17,078	13,593	13,593	13,593	13,593	16,018	200,616	128,575	72,041	\$ 1.06
Landscape & Grounds																
5555 Landscape Contract	1,250	1,250	2,850	1,250	1,250	6,050	1,280	1,280	2,880	1,280	1,280	2,880	24,778	15,880	8,898	\$ 0.14
5565 Landscape Materials & Supplies	5,750	165	750	3,250	750	750	3,921	750	1,421	3,250	1,421	750	22,928	14,695	8,233	\$ 0.13
5560 Landscape Repairs & Maintenance	250	250	250	8,586	250	250	250	250	250	250	250	250	11,336	7,265	4,071	\$ 0.06
Total Landscape	7,250	1,665	3,850	13,086	2,250	7,050	5,451	2,280	4,551	4,780	2,951	3,880	59,042	37,840	21,202	\$ 0.32
Parking Expenses																
5618-0000 Operating Expenses (Ace Parking)	38,704	39,204	44,250	18,704	18,704	19,929	19,204	18,704	46,033	38,704	38,994	39,929	381,063	244,223	136,840	\$ 2.08
5645-0300 Parking-Electrical Supplies & Repairs	100	100	100	100	100	100	100	100	100	100	100	100	1,200	769	431	\$ 0.01
5645-0400 Parking- Elevator Expenses	2,898	2,898	4,578	2,898	2,898	4,578	2,898	2,898	4,578	2,898	2,898	4,578	41,498	26,591	14,899	\$ 0.23
5645-0500 Parking Fire/Life/Safety	320	320	320	320	320	320	1,720	520	320	320	320	320	5,444	3,489	1,955	\$ 0.03
5645-0700 Landscape & Grounds	1,007	4,307	507	1,007	507	507	1,007	507	507	1,007	507	507	11,882	7,615	4,267	\$ 0.06
5645-0800 Pest Control	95	575	95	95	575	95	95	575	95	95	575	95	3,060	1,961	1,099	\$ 0.02
5645-1000 Parking-Materials & Supplies	50	50	550	50	730	550	50	550	50	730	550	550	3,960	2,538	1,422	\$ 0.02
5645-1100 Parking-Repairs & Maintenance	600	1,350	350	900	150	150	6,850	600	900	150	150	1,350	13,500	8,652	4,848	\$ 0.07
5645-1200 Parking-M&S Parking Equipment	45	45	45	45	45	45	45	45	45	45	45	45	540	346	194	\$ 0.00
5645-1300 Parking-Sweeping & Steam Cleaning	735	735	735	735	735	735	735	735	735	735	735	735	8,820	5,653	3,167	\$ 0.05
5645-1400 Parking-Security Contract	46,525	46,525	46,525	35,870	35,870	35,870	35,944	35,944	35,944	46,599	46,599	46,599	494,812	317,125	177,687	\$ 2.70
5645-1500 Electricity- Auto park	9,579	9,246	8,748	7,125	6,968	7,303	8,021	7,709	8,601	6,685	7,101	7,728	94,813	60,766	34,047	\$ 0.52
5645-1600 Water-Auto park	195	154	154	154	141	141	141	143	143	143	143	143	1,795	1,150	644	\$ 0.01
Total Parking	100,852	105,509	106,957	68,003	67,742	70,323	76,809	68,529	98,549	97,530	98,897	102,678	1,062,378	680,878	381,500	\$ 5.80
Security/Fire/Safety																
5775-0100 SFS- Telephone/Alarm	217	217	1,210	1,642	217	1,210	217	217	1,210	1,642	217	1,210	9,426	6,041	3,385	\$ 0.05
5775-0200 SFS- Contract Service	122,072	121,387	121,387	122,072	121,387	137,561	120,246	119,561	119,561	120,246	119,561	119,561	1,464,600	938,662	525,938	\$ 7.99
5775-0300 SFS-Materials & Supplies	5,450	6,550	4,625	4,625	6,175	4,625	5,425	6,175	4,625	4,625	6,175	4,625	63,700	40,825	22,875	\$ 0.35
5775-0400 SFS-Permits/Testing	8,474	5,000	7,900	10,049	5,484	7,185	3,474	9,973	5,000	8,474	5,000	9,973	85,986	55,108	30,878	\$ 0.47
5775-0500 SFS Repairs & Maintenance	5,500	1,500	1,500	1,500	1,500	1,500	5,670	7,329	1,500	1,500	1,500	1,500	31,999	20,508	11,491	\$ 0.17
Total Security/Fire/Safety	141,713	134,654	136,622	139,888	134,763	152,081	135,032	143,255	131,896	136,487	132,453	136,869	1,655,711	1,061,145	594,566	\$ 9.04
Utilities																
5205 Electricity-Common Area	40,303	46,186	36,898	31,291	25,670	24,425	22,646	24,232	25,893	26,241	25,020	27,887	356,693	228,604	128,088	\$ 1.95
5210 Gas	383	564	890	1,486	2,629	3,511	10,067	9,052	5,092	2,132	1,864	1,774	39,443	25,279	14,164	\$ 0.22
5215 Water- Building	4,156	5,297	5,530	4,557	4,163	3,494	3,916	4,038	5,017	5,262	4,650	5,017	55,100	35,314	19,786	\$ 0.30
Total Utilities	44,842	52,047	43,318	37,334	32,462	31,430	36,629	37,322	36,003	33,635	31,534	34,679	451,235	289,197	162,039	\$ 2.46
TOTAL OPERATING EXPENSES	463,620	487,166	442,850	420,492	388,120	405,456	429,348	398,372	483,259	416,256	402,779	418,715	5,156,433	3,304,758	1,851,675	\$ 28.14
Net Operation Income	270,701	247,155	325,471	132,829	180,201	162,864	124,107	166,083	569,397	314,199	320,676	304,740	3,118,422	1,998,596	1,119,825	\$ 17.02
Capital Expenses																
Capital	154,563	154,563	154,563	154,563	154,563	154,563	154,563	154,563	154,563	154,563	154,563	154,563	1,854,757	1,188,714	666,043	\$ 10.12
Total Capital	154,563	154,563	154,563	154,563	154,563	154,563	154,563	154,563	154,563	154,563	154,563	154,563	1,854,757	1,188,714	666,043	\$ 10.12
Direct Owner Expenses (not calculated on 66.78%/33.22% split) *																
5655-1000 HHSA Additional Security & Cleaning Expenses	84,797	78,997	78,997	84,797	78,997	78,997	85,158	79,358	79,358	85,158	79,358	79,358	973,326	973,326		\$ 5.31
5655-2000 County Electric (floors 2-9)	38,601	38,292	36,795	34,962	33,450	33,701	34,641	37,424	46,002	37,958	37,354	39,123	448,303	448,303		\$ 2.45
5655-3000 MTS & 1st Floor Tenants	1,904	1,803	1,569	1,586	1,486	1,613	1,627	1,704	1,682	1,759	1,759	1,759	20,250		20,250	\$ 0.11
5140-0000 County portion City Maint Assoc.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
HHSA Monthly Parking	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	264,000	264,000		\$ 1.44
MTS Monthly Parking	200	200	200	200	200	200	200	200	200	200	200	200	2,400		2,400	\$ 0.01
Total Tenant Direct Owner Expenses	147,501	141,292	139,561	143,545	136,132	136,511	143,625	140,686	149,241	147,074	140,671	142,439	1,708,279	1,685,629	22,650	\$ 9.32
Total Direct Owner and Capital	302,064	295,855	294,124	298,108	290,696	291,074	298,189	295,249	303,804	301,638	295,234	297,002	3,563,036	2,874,343	688,693	\$ 19.44
Adjusted Cash Flow after Direct and Capital	-31,363	-48,700	31,347	-165,279	-110,494	-128,210	-174,082	-129,166	265,593	12,561	25,442	7,738	-444,615			

*Direct Owners Expenses are not calculated on a split and are charges attributed 100% to either MTS or the County.

James R Mills Building
July 2024 Through June 2025

Project	Job #	Prior Years 2016/2017 thru 2019/2020 Cumulative	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025	Status	Notes:
9190 BUILDING IMPROVEMENTS									
EIFS: Ext Bldg, Clock Tower, Mech Plant Sealing©	#001	\$ 111,050						Complete	
Exterior Building Paint/Clock Tower ©	#002	\$ 17,000						Complete	
Exterior Building Tile Reseal	#032	\$ 23,000						Voided	
Lobby Ada Sliding Door Install©	#026	\$ 17,000						Complete	
"New" Project Led Platform Lighting, 9 And 10 Floor Change Can Lighting To Led, Fire Pump Room, Chiller Room And Electrical Rooms	#28B	\$ -	\$ 52,000					Complete	
Building & Auto Park, Led Lighting Retrofit & Lighting Control Panels©	#28A	\$ 431,000						Complete	
Security Camera Upgrades© And Software Upgrades And Add New Intercom system/Camera System	#015	\$ 20,000		\$ 20,000	\$ 109,500	\$ 260,000	\$ 157,000	Proposed/u pcoming	Security Cameras - upgrade analog cameras to digital, add an additional 8 cameras and add new card readers interior and exterior of the garage.
X Ray & Metal Detector ©	#014	\$ 42,000					\$ 53,587	Proposed/u pcoming	Xray new equipment for the lobby
Water Stations On 2,3,4,5,6,8,9 ©	#027	\$ 27,000						Complete	
Clock Tower Red Window Painting	#030	\$ 56,500						Complete	
Clock Face Refurbishment	#029	\$ 38,000						Complete	
Emergency Management System	#037	\$ -	\$ 125,000					WIP	Emergency management system upgrade to add additional features (on-line and offline capability)
Paint Fire Pump Room	#038	\$ -	\$ 6,325			\$ 36,000		Proposed/u pcoming	Paint Fire Pump Room, IDF & Electrical rooms. Fire Pump Room floors and walls complete. These funds will be applied to additional back of house mechanical rooms being painted
Paint/Floors/Cabinets Engineering Office And Move In And Out Furniture	#036	\$ -	\$ 26,700					Complete	
Building Restrooms Hands Free Faucets (42), Hands Free Flush Valves (40) And Paper Towel Dispenser (34)	#039	\$ -	\$ 45,000	\$ 37,000				Complete	
Wireless Two-Way Radio Communication System Upgrade For Entire Building	#046			\$ 42,000				Complete	
New Fire-Rated Ground Floor Stairwell #1 Door And Hardware	#047			\$ 28,000				Complete	
Repairs For Expansion Joints In Plaza Sidewalks	#048			\$ 52,500			\$ 58,900	Proposed/u pcoming	Continued safety precaution for caulking of expansion joints for clock tower plaza
Replace Check Cashing 2 Sets Ada Doors	#049								
New Main Water boilers	#050								
(10) Water Heater Replacements	#051			\$ 45,000				Complete	
Window Washing Stage Repairs Required	#053			\$ 118,500	\$ 68,000			WIP	Contract awarded - vendor has commenced - to be completed Dec. 2023
Design/Build Consultant For Shared Space On 8Th Floor (It Room)	#054			\$ 200,000		\$ (200,000)		Voided	8TH Floor IT Room - Design/build for shared space on 8th floor (IT Room), to include dry FLS system. (No longer needed as the County may vacate their shared space and this would become fully occupied by MTS and wouldn't be necessary. \$200k credit to CAP EX job is voided.)
Roof - remove abandoned equipment									
Rekey Entire Office Building (\$20K 1St Fl; \$8K 2Nd; And \$10K 3-10 Floors)									
Elevator Modernization									
Window Washing Stage Replacement									
New window stage clock tower									
Electrical Tracing of Individual Floors To Identify Floor Breakers							\$ 138,500	Proposed/u pcoming	Identify breakers for each floor on panels
DWS isolation valves and access panels restrooms per floor							\$ 35,000	Proposed/u pcoming	DWS isolation valves and access panels restrooms for 3 floors
Asset assessment consultant review						\$ 255,000		Proposed/u pcoming	Asset assessment consultant review - Per County of SD full overview of asset and recommendations for ten year capital plan/business plan in order to budget the major repairs and replacements accordingly.

Engineering Consultant to remove Concrete stairs (at the pedestrian gate)						\$ 120,000		Proposed/coming	Engineering Consultant to remove Concrete stairs (at the pedestrian gate) - Hiring a consultant to review security challenges of loitering and better pedestrian traffic analysis to remove these concrete stairs ingress and egress at the pedestrian walkthrough at the auto park.			
Remodel Restrooms (3 Floors)							\$ 625,000	Proposed/coming	3 floors of restrooms to coincide with air handler			
TOTAL 9190 BUILDING IMPROVEMENTS							\$ 782,550	\$ 255,025	\$ 543,000	\$ 177,500	\$ 471,000	\$ 1,067,987

LOBBY UPRADES

Common Area Interior Door Replacement 1St Floor And Amart Doors (all costs consolidated from #031 to #009)	#009	\$ 73,500						Complete	Common area doors – Replacement with sliding doors. Rear building door and Amart.			
Space Planner And Construction Management Fees	#009	\$ 65,000	\$ 135,000	\$ 90,000	\$ 112,000	\$ 100,000	\$ 78,220	Proposed/coming	Space planner and construction management fees – Additional fees required to complete this project for project management fees and city and state permits. Currently in procurement to be posted next month and work to commence this year. 24/25 space planning on the Cap Ex for the restrooms design and project management			
Management Office Furniture, Paint, Carpet And Move (all costs consolidated from #031 to #009)	#009	\$ 27,000	\$ 20,000		\$ 16,500	\$ 6,000		Proposed/coming	Management office - additional funds needed for increase in construction costs. Currently in procurement to be posted next month and work to commence this year.			
Lobby Upgrade:Remodel -Security Console, Flooring, Paint, & Exterior Restrm (all costs consolidated from #031 to #009)	#009	\$ 526,000		\$ 258,000	\$ 275,000	\$ 95,000		Proposed/coming	Lobby upgrade: remodel -security console, flooring, and paint – additional funds needed for increase in construction costs additional funds required. Currently in procurement to be posted next month and work to commence this year.			
Elevator Interior Upgrade & Door Façade Fl 1-10 And Ada (all costs consolidated from #031 to #009)	#009	\$ 145,000	\$ 28,000	\$ 60,000	\$ 21,000	\$ 23,000		Proposed/coming	Elevator interior upgrade - need additional funds for after hours/weekend work. With 4 elevators for the building and social distancing 92 per elevator), we cannot take an elevator out of service during business hours without affecting the tenants. Currently in procurement to be posted next month and work to commence this year.			
Restroom Upgrade: Ada Compliance & Interior Finishes 1St Floor (all costs consolidated from #031 to #009)	#009	\$ 319,000			\$ 111,650	\$ 39,000		Proposed/coming	Restroom Upgrade - additional funds needed for increase in construction costs. Currently in procurement to be posted next month and work to commence this year.			
South Lobby Door Install And Interior First Floor Doors	#026	\$ 16,500	\$ 55,000					Complete	Common area doors – Replacement with sliding doors. Rear building door and Amart.			
First Floor Change HVAC AHU	#055	\$ -			\$ 89,100			TBD	To be completed during the construction/remodel/upgrade of the lobby			
TOTAL LOBBY UPRADES							\$ 1,172,000	\$ 238,000	\$ 408,000	\$ 625,250	\$ 263,000	\$ 78,220

HVAC Upgrades

Building Economizers / Bldg Make Up Air Retrofit	#021	\$ 212,000						Complete	
Mechanical Engineer To Develop Scope And Project Manager	#020	\$ 178,457						Complete	
HVAC Upgrades 1St Floor	#020	\$ -						Complete	
Cooling Tower Replacement Repairs	#021	\$ 375,134						Complete	
200 Ton Chiller Replacement	#021	\$ 319,386						Complete	
250 Ton Chiller #2 Replacement	#021	\$ 300,000						Complete	
Replace Ahu Valves Fl 2-9	#021	\$ -						Complete	
Consultant Review Of Existing HVAC Equipment (AHU, VAV's Etc..) Inventory All Equipment And Status	#044	\$ -	\$ 120,000					Complete	
Re-Ducting 9Th Floor	#023	\$ 47,860						Voided	
Construction Management (PM) Fees HVAC	#021	\$ 150,150			\$ 79,556			Complete	
Inspection Fees HVAC	#021	\$ 29,000						Complete	
Contingency HVAC	#021	\$ 78,206						Complete	
HVAC Wildan Energy Incentive	#056				\$ (50,000)			Complete	
Re-Ducting 6, 7 And 8Th Floor	#040	\$ -	\$ 217,000					Complete	
Paint Chiller Room	#041	\$ -	\$ 9,800					Complete	
HVAC Fire Control Room	#042	\$ -	\$ 12,000					Complete	
Consultant For New Main Water Boilers	#050			\$ 130,000				Complete	
Upgrade Allerton EMS System, Eliminate All Time Clocks		\$ -				\$ 48,000		Proposed/coming	Upgrade Allerton EMS System- Eliminate All Time Clocks. Emergency management proprietary system software upgrade (previous funded year WIP)
HVAC Ancillary Equipment Replacement Per Consultant For AHU And Chilled Water Valves (3 Floors)	#057	\$ -			\$ 191,250	\$ 191,250	\$ 191,250	Proposed/coming	HVAC implementation of air handler unit and chilled water valves for 3 floors per consultant report due to the age of the asset. (previous funded year - WIP)
HVAC Ancillary Equipment Replacement Per Consultant For Vav, Ducting And Heating Valves (3 Floors)	#058				\$ 166,800	\$ 166,800	\$ 166,800	Proposed/coming	HVAC implementation of VAV, ducting and heating valves for 3 floors per consultant report due to the age of the asset. (previous funded year - WIP)
HVAC Ancillary Equipment Replacement Per Consultant For Fresh Air Intake And Exhaust Fans On Roof	#059				\$ 82,500			WIP	HVAC implementation of fresh air intake and exhaust fans on the roof per consultant report due to the age of the asset.(previous funded year - WIP)

HVAC Ancillary Equipment Replacement Per Consultant For Boiler Replacement						\$ 104,500		Proposed/coming	HVAC Ancillary Equipment Replacement Per Consultant For Boiler Replacement		
HVAC Ancillary Equipment Replacement Per Consultant For Motors And VFDS For Central Plant						\$ 143,000		Proposed/coming	HVAC Ancillary Equipment Replacement Per Consultant For Motors And VFDS For Central Plant		
TOTAL HVAC UPGRADES						\$ 1,690,193	\$ 358,800	\$ 130,000	\$ 470,106	\$ 653,550	\$ 358,050
AUTOPARK IMPROVEMENTS											
Auto Park 5Th & 6Th FI Deck Repairs/Spalling Repairs - for additional scope of work per the consultant assessment	#003	\$ 210,000	\$ 155,000			\$ 250,000		Proposed/coming	Auto Park 5Th & 6Th FI Deck Repairs & Re-Surfacing - Additional funds required due to additional scope of work determined by consultant.		
Auto Park Striping & Asphalt Repairs	#004	\$ 50,000						Complete			
Auto Park Signage Program	#005	\$ 165,000					\$ 120,000	Proposed/coming	Update and replace MTS garage electrical signage		
Auto Park Interior Painting	#013	\$ 365,000			\$ 40,000		\$ 71,000	Proposed/coming	Paint 6th floor upper deck all red paint		
Auto park Painting 6th floor	#013	\$ 150,000				\$ 63,000		Proposed/coming	Auto-park improvements - Repainting the top level of the auto park level 6 and light poles as they have faded from sunlight throughout the years.		
Auto Park Security Camera Install	#060	\$ -			\$ 66,000			Complete			
Auto Park Parking Pay Station Upgrade (Approved In Special Session February 2018)	#006	\$ 140,000						Complete			
Additional Funding For Auto Park Parking Pay Station Upgrade (Mts And County Approval)	#006	\$ 160,000						Complete			
EV Charging Stations	#024	\$ 30,000						Complete			
Doors & Frames parking Garage (3)							\$92,500	Proposed/coming	replace pedestrian garage doors and fire pump room door and add badge access to rear pedestrian door		
TOTAL AUTOPARK IMPROVEMENTS		\$ 1,270,000	\$ 155,000	\$ -	\$ 106,000	\$ 313,000	\$ 283,500				
LANDSCAPE IMPROVEMENT											
Landscape Fencing	#012	\$ 25,000						Complete			
Monument Plaza Upgrade Landscape, Lighting And Way Finding	#043		\$ 65,000				\$ 32,000	Proposed/coming	To mirror new monument for Imperial with both tenants branding		
Exterior Landscape Auto park	#052			\$ 68,000				Complete			
TOTAL LANDSCAPE IMPROVEMENTS		\$ 25,000	\$ 65,000	\$ 68,000	\$ -	\$ -	\$ 32,000				
FLS UPGRADES											
Code Compliance/New Regulations For Pringle Switch	#010	\$ 30,000						Complete			
Calc Cards For Fire Sprinklers	#010	\$ 35,000						Complete			
Fire Hoses For Auto park	#010	\$ 25,000						Complete			
Additional FLS Code Compliance (Additional Interior Signage/Evacuation Plan Per Fire Marshall)	#010	\$ 25,000	\$ 25,000	\$ 25,000	\$ 35,000	\$ 35,000	\$ 35,000	Proposed/coming	Additional FLS (Fire Life Safety) code compliance - annual allowance for Fire Marshall inspections		
GFI 3 Year Certification And Electrical Repairs	#061				\$ 98,000						
Upgrade Fire Control Panel	#045	\$ -	\$ 185,000								
TOTAL FLS UPGRADES		\$ 115,000	\$ 210,000	\$ 25,000	\$ 133,000	\$ 35,000	\$ 35,000				
TOTAL BUILDING CAPITAL		\$ 5,054,743	\$ 1,281,825	\$ 1,174,000	\$ 1,511,856	\$ 1,735,550	\$ 1,854,757				
							\$ 119,207				
							7%				

ATTACHMENT C
MILLS BUDGET FY 23-24 TO FY 24-25 COMPARISON: CURRENT VS. PROPOSED

PROJECT OPERATING EXPENSE CATEGORIES:	2022-2023	2023-2024	2024-2025	DIFFERENCES \$	DIFFERENCE %	NOTES
	(Actual)	(Budget)	(Proposed Budget)	(Budget to Budget)	(Budget to Budget)	
	\$ -	\$ -	\$ -	\$ -		
ADMINISTRATION and ENGINEERING EXPENSE	\$ 325,209	\$ 392,191	\$ 398,025	\$ (5,834)	1.49%	Increase 5% increase in wages.
GENERAL BUILDING	\$ 363,098	\$ 433,403	\$ 436,337	\$ (2,935)	0.68%	Increase due to age of asset for general building repairs and maintenance.
JANITORIAL	\$ 574,833	\$ 746,150	\$ 762,620	\$ (16,471)	2.21%	Increase due to wages increase & refuse removal rate increase.
ELECTRICAL & LIGHTING SYSTEM	\$ 14,745	\$ 16,594	\$ 16,594	\$ -	0.00%	\$65K window washing
ELEVATORS	\$ 155,527	\$ 171,905	\$ 113,874	\$ 58,031	-33.76%	Decreases due to installation all new copper lines changing to digital which decreases maintenance because it's now a web-based system.
HVAC SYSTEM	\$ 119,936	\$ 178,882	\$ 200,616	\$ (21,734)	12.15%	Increase due to Energy Mgmt System (EMS)
LANDSCAPE & GROUNDS	\$ 47,666	\$ 48,162	\$ 59,042	\$ (10,880)	22.59%	Climatec monthly increase
PARKING EXPENSES	\$ 989,778	\$ 958,334	\$ 1,062,378	\$ (104,044)	10.86%	Increases due to parking staff increases and Garage related San Diego Tax Assessment (PBID) previously paid by MTS directly, and now paid out of SDRBA, and utility increases.
SECURITY/FIRE/SAFETY	\$ 1,292,103	\$ 1,494,072	\$ 1,655,711	\$ (161,639)	10.82%	Increases due to new procured contract for FLS testing, general FLS increases, and new iAccess battery system backup
UTILITIES	\$ 362,535	\$ 388,347	\$ 451,235	\$ (62,889)	16.19%	Increase in Electricity 17.6%, and water increase 5%.
(equals) TOTAL PROJECT OPERATING EXPENSE	\$ 4,245,430	\$ 4,828,037	\$ 5,156,433	\$ 328,395	6.80%	increases in maintenance contracts & new equipment; utility
Less: Actual Parking Revenue Received	\$ 2,067,641	\$ 2,136,706	\$ 2,311,537	\$ 174,830	8.18%	Increase in parking revenues totaling \$174.8k is due to increased games/events/monthly parkers, offset by less excess revenues from PY (actuals vs. reforecast)
(plus) DIRECT OWNER BILLINGS*	\$ 924,902	\$ 1,489,242	\$ 1,708,279	\$ 219,037	14.71%	Increase is due to adding one additional security guard, & SDGE electricity costs up 17.6%
(equals) OWNERS OPERATING CONTRIBUTION	\$ 3,102,691	\$ 4,180,573	\$ 4,553,175	\$ 372,602	8.91%	Owners Operating Contribution is greater than PY due to 5.9% operating expense increase, and increase in owner direct expenses, offset by greater parking revenues.
(plus) OWNERS CAPITAL PROJECTS CONTRIBUTION + AMENDE	\$ 1,511,856	\$ 1,735,550	\$ 1,854,757	\$ 119,207	6.87%	Capex increased over FY 23-24 by \$119k (6.87%):
Restore Operating Reserves due to a Parking Revenue shortfall	\$ -	\$ -	\$ -	\$ -		
(equals) ANNUAL OWNER'S EXPENSE	\$ 4,614,547	\$ 5,916,123	\$ 6,407,932	\$ 491,809	8.31%	
(minus) CAPITAL RESERVE ACCOUNT DRAW DOWN	\$ -	\$ -	\$ -			
(minus) OPERATING ACCOUNT TRANSFER			\$ -			
(equals) TOTAL PROJECTED NET PROJECT EXPENSE	\$ 4,614,547	\$ 5,916,123	\$ 6,407,932	\$ 491,809	8.31%	Owner's Annual Expense increased 7.57% due to: Increase in Expenses: •Opex increase of 6.8% •Capex (CIP) increased 7.87% •Direct Owner Expense & Parking increased 6.87% Offset by a increase in Parking Revenue • Increase in parking revenues totaling \$174.8k is due to increased games/events/monthly parkers, offset by less excess revenues from PY (actuals vs. reforecast)

San Diego Regional Building Authority (SDRBA)

Agenda Item No. 4

May 17, 2024

SUBJECT:

Award of Property Management Agreement for James R. Mills Building and Autopark

RECOMMENDATION:

That the SDRBA Board:

- 1) Authorize Executive Officer of the SDRBA to execute Contract Doc. No. G2732.0-23 24 (in substantially the same format as Attachment A, B, C), the Property Management Agreement between Ryan Companies US Inc. (Ryan Companies) and SDRBA, for a contract term of ten (10) base years with two (2) 3-year options;
- 2) Authorize Executive Officer the authority to execute option years, at its discretion; and
- 3) Authorize Executive Officer to execute Amendment 6 to Contract Doc. No G1233.0-09 (in substantially the same format as Attachment D), with Colliers International Real Estate Management Services (CA), Inc. (Colliers) through September 30, 2024 to provide additional transition time.

BUDGET IMPACT:

The total contract amount is \$15,625,299 (\$8,595,786.72 for the base period and \$7,029,512.28 for the option year period).

DISCUSSION:

The SDRBA has a property management agreement with Colliers to handle day-to-day operations and maintenance of the Mills Building and parking garage (MTS Contract Doc. No G1233.0-09 (and corresponding amendments)). Below is a summary of the amendments executed during the contract term with Colliers.

Amendment	Description
Amendment No. 1	Scope changes – 9 th Floor renovation and remodel
Amendment No. 2	Contractor name change, exercise option years through December 31, 2018, and adds to the scope
Amendment No. 3	Exercise option years extends the contract through December 31, 2018
Amendment No. 4	Exercise option years and extend the contract through December 31, 2023
Amendment No. 5	Extend the contract through June 30, 2024
Proposed Amendment No. 6	Extends the contract by three (3) months through September 30, 2024

San Diego Regional Building Authority (SDRBA)

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 May 17, 2024
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Due to the current agreement for Property Management services expiring, a solicitation was conducted to procure property management services. Per the SDRBA Bylaws, procurements must follow MTS's procurement requirements. Based on the types of services and the estimated value of the services, a Request for Proposal (RFP) process was used, led by a MTS Procurement Officer.

On November 17, 2023 a RFP was issued for Property Management Services for Mills Building and Autopark for contract term of ten (10) base years with two (2) 3-year options. SDRBA received a total of three (3) proposals on the due date of January 2, 2024:

1. Clear Blue Commercial, Inc.
2. Colliers International
3. Ryan Companies

All proposals were deemed responsive and responsible and were evaluated by a committee of comprised of both MTS and County of San Diego staff representatives. The proposals were evaluated on the following:

- | | |
|--|-------------|
| 1. Qualifications of the Firm or Individual | 20% |
| 2. Staffing, Organization, and Management Plan | 20% |
| 3. Work Plan | 30% |
| 4. Cost and Price | <u>30%</u> |
| Total | 100% |

The following table illustrates the initial scores of the proposers:

PROPOSER	TOTAL COST (BASE + OPTION)	AVG COST SCORE	AVG TECH SCORE	TOTAL AVG SCORE (TOTAL POSSIBLE: 100)	RANKING
Colliers	\$1,837,080.00	28.19	50.50	78.69	1
Ryan Companies	\$3,096,103.32	16.73	55.50	72.23	2
Clear Blue Commercial	\$1,726,404.00	30.00	28.00	48.00	3

As a result of the initial review, Colliers and Ryan Companies were determined to be within the competitive range. Staff invited both firms for an interview, interviews were held on February 22, 2024. After interviews, Staff learned the initial costs submitted from both firms did not include the fully burdened employee costs for the staff costs. Staff also requested clarifications regarding their work plans and proposed staffing. After further clarifications and negotiations, the evaluation committee rescored both firms after as follows:

PROPOSER	TOTAL COST (BASE + OPTION)	AVG COST SCORE	AVG TECH SCORE	TOTAL AVG SCORE (TOTAL POSSIBLE: 100)	RANKING
Ryan Companies	\$15,625,299.00	25.39	57.00	82.39	1
Colliers	\$13,224,243.60	30.00	49.50	79.50	2

San Diego Regional Building Authority (SDRBA)

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Based on the objectives of this procurement, consideration of the evaluation criteria and Ryan Companies' technical and cost proposal, the evaluation committee determined Ryan Companies presented the best value to SDRBA.

To ensure enough transition time between Colliers to Ryan Companies for property management services, staff also recommends the Collier's contract be extended from June 30, 2024 until September, 30, 2024.

Therefore, staff recommends that the SDBRA Board authorize SDRBA to:

- 1) Authorize Executive Officer of the SDRBA to execute Contract Doc. No. G2732.0-23 24 (in substantially the same format as Attachment A, B, C), the Property Management Agreement between Ryan Companies US Inc. (Ryan Companies) and SDRBA, for a contract term of ten (10) base years with two (2) 3-year options;
- 2) Authorize Executive Officer the authority to execute option years, at its discretion; and
- 3) Authorize Executive Officer to execute Amendment 6 to Contract Doc. No G1233.0-09 (in substantially the same format as Attachment D), with Colliers International Real Estate Management Services (CA), Inc. (Colliers) through September 30, 2024 to provide additional transition time.

Exhibits: A: Ryan Companies Cost Proposal
 B: Ryan Companies Technical Proposal
 C: Property Management Agreement
 D: Amendment No. 6 to Contract Doc No. G1233.0-09 with Colliers

"REVISED" COST/PRICING FORMProposer: Ryan Companies U.S. Inc

BASE YEARS (JULY 1, 2024 THROUGH JUNE 30, 2034)***			
Description	Monthly Management Fee	# of months	Total Annual Management Cost
Year 1 – July 1, 2024 through June 30, 2025	\$ 59,662.60	12	\$ 715,951.20
Year 2 - July 1, 2025 through June 30, 2026	\$ 62,049.10	12	\$ 744,589.25
Year 3 - July 1, 2026 through June 30, 2027	\$ 64,531.07	12	\$ 774,372.82
Year 4 - July 1, 2027 through June 30, 2028	\$ 67,112.31	12	\$ 805,347.73
Year 5 - July 1, 2028 through June 30, 2029	\$ 69,796.80	12	\$ 837,561.64
Year 6 - July 1, 2029 through June 30, 2030	\$ 72,588.68	12	\$ 871,064.11
Year 7 - July 1, 2030 through June 30, 2031	\$ 75,492.22	12	\$ 905,906.67
Year 8 - July 1, 2031 through June 30, 2032	\$ 78,511.91	12	\$ 942,142.94
Year 9 - July 1, 2032 through June 30, 2033	\$ 81,652.39	12	\$ 979,828.65
Year 10 - July 1, 2033 through June 30, 2034	\$ 84,918.48	12	\$ 1,019,021.80
Total (Base Years)			\$ 8,595,786.80

OPTION YEARS (JULY 1, 2034 THROUGH JUNE 30,2040)***			
Description	Monthly Management Fee	# of months	Total Annual Management Cost
Year 1 – July 1. 2034 through June 30, 2035	\$ 88,375.22	12	\$ 1,059,782.67
Year 2 - July 1. 2035 through June 30, 2036	\$ 91,847.83	12	\$ 1,102,179.98
Year 3 - July 1. 2036 through June 30, 2037	\$ 95,521.74	12	\$ 1,146,260.94
Year 4 - July 1. 2037 through June 30, 2038	\$ 99,342.61	12	\$ 1,192,111.38
Year 5 - July 1. 2038 through June 30, 2039	\$ 103,316.32	12	\$ 1,239,795.83
Year 6 - July 1. 2039 through June 30, 2040	\$ 107,448.97	12	\$ 1,289,387.66
Total (Option Years)			\$ 7,029,512.46

**** Proposers are required to price the proposal for all sixteen (16) years or its proposal may be deemed non-responsive. Proposers may propose an alternate payment method as a separate document but are still required to complete this cost form.**

Proposer shall submit pricing for all the work described in the Scope of Work section. In preparing a cost proposal, Proposers are requested to provide a total all-inclusive cost for each month of service.

Read attached General Provisions carefully. They are a part of your proposal. Unit prices will prevail regardless of extensions submitted by the Proposer. Proposer accepts responsibility for accuracy and presentation of the numbers included in the cost/price form.

All proposers must complete proposal forms as provided, failure to do so will deem the proposal non- responsive.

Submit the proposal following instructions as specified in Submission Requirements section.

*** Cost form fee schedule includes Property Management Fees, salary cost of each employee including employee payroll, payroll taxes and fringe benefits (including bonuses, 401K plans, profit sharing and administrative expenses associated therewith, and other insurance or retirement benefits) medical and health insurance, workers compensation, paid time off, severance, training costs, uniform costs, technology costs, State and Federal employment taxes, and Social Security contributions.. Ryan's higher employer morale and engagement is driven by fair compensation and benefits and although higher than some competitors we are confident that other operating cost efficiencies and savings will be realized to offset possibly high employment expenses.

***REVISED* COST PRICING FORM**

Proposer: Ryan Companies US, Inc.

BASE YEARS (JULY 1, 2024 THROUGH JUNE 30, 2034)

Description	Monthly Management Fee	Monthly General Manager Salary	Monthly General Manager Burden & Taxes	Monthly Assistant Property Manager Salary	Monthly Assistant Property Manager Burden & Taxes	Monthly Chief Engineer Salary***	Monthly Chief Engineer Burden & Taxes	Monthly Maintenance Engineer Salary	Monthly Maintenance Engineer Burden & Taxes	Monthly Employee Related Ancillary Costs	Total Monthly Management Cost	# Months	Total Annual Management Cost
Year 1 - July 1, 2024 through June 30, 2025	\$10,906.22	\$10,416.67	\$4,479.17	\$5,833.33	\$2,508.33	\$9,505	\$3,938	\$7,083	\$3,188	\$1,805.55	\$59,662.60	12	\$715,951.20
Year 2 - July 1, 2025 through June 30, 2026	\$11,342.47	\$10,833.33	\$4,658.33	\$6,066.67	\$2,608.67	\$9,885.19	\$4,095.00	\$7,366.67	\$3,315.00	\$1,877.77	\$62,049.10	12	\$744,589.25
Year 3 - July 1, 2026 through June 30, 2027	\$11,796.17	\$11,266.67	\$4,844.67	\$6,309.33	\$2,713.01	\$10,280.60	\$4,258.80	\$7,661.33	\$3,447.60	\$1,952.88	\$64,531.07	12	\$774,372.82
Year 4 - July 1, 2027 through June 30, 2028	\$12,268.02	\$11,717.33	\$5,038.45	\$6,561.71	\$2,821.53	\$10,691.82	\$4,429.15	\$7,967.79	\$3,585.50	\$2,031.00	\$67,112.31	12	\$805,347.73
Year 5 - July 1, 2028 through June 30, 2029	\$12,758.74	\$12,186.03	\$5,239.99	\$6,824.17	\$2,934.40	\$11,119.50	\$4,606.32	\$8,286.50	\$3,728.92	\$2,112.24	\$69,796.80	12	\$837,561.64
Year 6 - July 1, 2029 through June 30, 2030	\$13,269.09	\$12,673.47	\$5,449.59	\$7,097.14	\$3,051.77	\$11,564.28	\$4,790.57	\$8,617.96	\$3,878.08	\$2,196.73	\$72,588.68	12	\$871,064.11
Year 7 - July 1, 2030 through June 30, 2031	\$13,799.85	\$13,180.41	\$5,667.57	\$7,381.03	\$3,173.84	\$12,026.85	\$4,982.19	\$8,962.68	\$4,033.20	\$2,284.60	\$75,492.22	12	\$905,906.67
Year 8 - July 1, 2031 through June 30, 2032	\$14,351.85	\$13,707.62	\$5,894.28	\$7,676.27	\$3,300.80	\$12,507.92	\$5,181.48	\$9,321.18	\$4,194.53	\$2,375.98	\$78,511.91	12	\$942,142.94
Year 9 - July 1, 2032 through June 30, 2033	\$14,925.92	\$14,255.93	\$6,130.05	\$7,983.32	\$3,432.83	\$13,008.24	\$5,388.74	\$9,694.03	\$4,362.31	\$2,471.02	\$81,652.39	12	\$979,828.65
Year 10 - July 1, 2033 through June 30, 2034	\$15,522.96	\$14,826.16	\$6,375.25	\$8,302.65	\$3,570.14	\$13,528.57	\$5,604.29	\$10,081.79	\$4,536.81	\$2,569.86	\$84,918.48	12	\$1,019,021.80
Total (Base Years)												\$8,595,786.80	

OPTION YEARS (JULY 1, 2034 THROUGH JUNE 30, 2040)

Description	Monthly Management Fee	Monthly General Manager Salary	Monthly General Manager Burden & Taxes	Monthly Assistant Property Manager Salary	Monthly Assistant Property Manager Burden & Taxes	Monthly Chief Engineer Salary***	Monthly Chief Engineer Burden & Taxes	Monthly Maintenance Engineer Salary	Monthly Maintenance Engineer Burden & Taxes	Monthly Employee Related Ancillary Costs	Total Monthly Management Cost	# Months	Total Annual Management Cost
Year 1 - July 1, 2034 through June 30, 2035	\$16,143.87	\$15,419.21	\$6,630.26	\$8,634.76	\$3,712.95	\$14,069.71	\$5,828.46	\$10,485.06	\$4,718.28	\$2,672.66	\$88,315.22	12	\$1,059,782.67
Year 2 - July 1, 2035 through June 30, 2036	\$16,789.63	\$16,035.98	\$6,895.47	\$8,980.15	\$3,861.46	\$14,632.50	\$6,061.60	\$10,904.47	\$4,907.01	\$2,779.56	\$91,847.83	12	\$1,102,173.98
Year 3 - July 1, 2036 through June 30, 2027	\$17,461.21	\$16,677.42	\$7,171.29	\$9,339.35	\$4,015.92	\$15,217.80	\$6,304.06	\$11,340.64	\$5,103.29	\$2,890.74	\$95,521.74	12	\$1,146,260.94
Year 4 - July 1, 2037 through June 30, 2038	\$18,159.66	\$17,344.52	\$7,458.14	\$9,712.93	\$4,176.56	\$15,826.51	\$6,556.23	\$11,794.27	\$5,307.42	\$3,006.37	\$99,342.61	12	\$1,192,111.38
Year 5 - July 1, 2038 through June 30, 2039	\$18,886.05	\$18,038.30	\$7,756.47	\$10,101.45	\$4,343.62	\$16,459.57	\$6,818.48	\$12,266.04	\$5,519.72	\$3,126.63	\$103,316.32	12	\$1,239,795.83
Year 6 - July 1, 2039 through June 30, 2040	\$19,641.49	\$18,759.83	\$8,066.73	\$10,505.50	\$4,517.37	\$17,117.96	\$7,091.22	\$12,756.68	\$5,740.51	\$3,251.69	\$107,448.97	12	\$1,289,387.66
Total (Option Years)												\$7,029,512.46	

***Includes Chief Engineer Performance Bonus

WE BUILD STORES



PROPOSAL FOR

San Diego County Regional Bulding Authority (SDCRBA)

Property Management Services for James R. Mills Building and Auto Park (MTS Doc No. G2732.0-23)

January 2, 2024



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FORMS



3.2 Letter of Transmittal



January 2, 2024

Brianda Diaz
Procurement Specialist
San Diego Metropolitan Transit System (MTS)
brianda.diaz@sdmts.com

Re: Proposal for Property Management Services for James R. Mills Building and Auto Park

Ms. Diaz and members of the selection committee:

Ryan Companies is guided by a philosophy of direct communication, proactive collaboration and open-book transparency; all of which will be critical when working together on the James Mills building. Thank you for this opportunity to introduce our services and develop a new relationship. For over 85 years, the Ryan family has building relationships starting in the 1930's as a construction company in a small town in Minnesota and has thoughtfully grown, as a private company, through continued leadership by the Ryan family members. We are a company known for its culture and reputation in the fourteen major markets where we are located. We successfully serve other quasi-public and public entities across the country by discovering their unique needs and tailoring our services to deliver what is both required and to go above and beyond whenever possible within the confines of the ownership and tenant structure.

Ryan is the right partner for this assignment for these reasons:

We earn your business every day.

We will manage this building effectively and efficiently so that you can focus on your core business and rest easy that we are taking care of the details. We proactively manage so every person who approaches the building has a favorable impression and we treat each tenant and guest with respect and courtesy. We build relationships by delivering on our promises to clients and tenants which results in adding and protecting the value of our managed assets through the years. It would be our privilege to combine our collective expertise to serve this assignment.

This building deserves a fresh approach and an infusion of new energy and ideas. We never take our business for granted and we earn it by continually evaluating the quality of the vendors serving the building, remaining flexible to changes in the demands of the owner, the tenants and the guests. We come up with creative solution when we encounter a challenge and proactively bring ideas about low-cost, no-cost savings as well investments that will bring value to tenant/guest experience.

Our accounting services are not modeled the same as your current national provider. We approach each assignment with a goal to discover what you need, when you need it and then deliver it in the format that suits you. While national in scale and having all of the safeguards you demand, we believe you are unique and important and deserve our focused care. To us, you are not a client among thousands in a public company. We deliberately engage with clients where we think we can add value.

Ryan Companies US, Inc.
4275 Executive Square, Suite 370
San Diego, CA 92037

p: 858-812-7910
ryancompanies.com



Our passion translates into positive tenant experiences and measurable fiscal results.

Ryan's reputation for building lasting relationships is derived from consistently delivering positive results. We survey our clients and customers on an annual basis and are proud of our ten-year record of exceeding the Kingsley Associates' Index. Ryan's results show that we earn a 95% tenant satisfaction rate—much higher than the industry average of 85%. Our core values of integrity, respect, stewardship, safety, family, excellence and fun are the fabric of our culture, and the longevity of our staff translates to stability for your assignment.

We would like to discuss the needs of the building and gain insight from you on the current service levels. Our understanding, and the fee in the proposal, is based on the current team structure of a General Manager, Associate Manager, Lead/Chief Engineer and Maintenance Engineer. With your permission and approval, we will interview the staff and if they align with our stringent skill requirements and culture, then we would be open to hiring them so we provide some continuity and historical knowledge. This would be their choice as we want them to want to work for Ryan on this assignment. Ryan is a talent magnet, so whether we retain or develop a new team, we will create the right one to serve you.

We think like owners.

As building owners ourselves, we live in your world and share your vision, using our experience and expertise to create results that exceed expectations. We understand that 70% of the cost of the building represents operating costs during ownership, so we're constantly looking for unconventional ways to manage costs while the building is vacant without sacrificing asset value or curb appeal. Our 50+ strong regional management and engineering team affords a great depth of experience with an average of 18+ years of commercial real estate experience in varied product types, and we are deliberate in leveraging that talent. Additionally, the breadth of our company-wide service lines provides our management and engineering team with a more comprehensive perspective on the asset life continuum that is more aligned with an owner-investor approach versus that of a traditional management/brokerage company.

We are committed to building a long-term relationship with you based upon mutual trust and respect and will focus on earning your business every day. We want this proposal to be the start of the next step in our conversation.

If you have any questions, please contact me at 602.322.6101 or alisa.timm@ryancompanies.com.

Sincerely,

A handwritten signature in black ink that reads "Alisa M. Timm".

Alisa Timm, CPM
Vice President of Management
(P): 602-322-6420 (E): alisa.timm@ryancompanies.com

A handwritten signature in black ink that reads "Oscar Cisneros".

Oscar Cisneros
Associate Director of Management
(P) 858-812-7906 (E): oscar.cisneros@ryancompanies.com



SECTION 3.3

Technical Proposal



3.3 Technical Proposal

3.3.1 QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES OF PROPOSER



A. Provide a brief profile of the Proposer (individual or firm), identify the types of services offered as described in each category outlined in the scope of work; the year the business was founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; and number of employees. The Proposer must provide the number of years of experience for each service area identified.

OWNER PARENT COMPANY

Ryan Companies US, Inc.

YEAR FOUNDED

1938

STRUCTURE

4th generation, family-owned business

SERVICES

Development
Architecture + Engineering
Construction
Real Estate Management
Capital Markets

BUILDING PORTFOLIO UNDER MANAGEMENT

21,000,000+ SF

2022 REVENUE

\$4.1 Billion

EMPLOYEES

1,900+

LOCATIONS

Minneapolis, Minnesota (HQ)
Rochester, Minnesota
Des Moines, Iowa
Cedar Rapids, Iowa
Kansas City, Missouri
Phoenix, Arizona
Tucson, Arizona
Chicago, Illinois
Westmont, Illinois
Milwaukee, Wisconsin
Tampa, Florida
Atlanta, Georgia
San Diego, California
Austin, Texas
Dallas/Fort Worth, Texas
Seattle, Washington
Denver, Colorado



WE BUILD STORIES.

At Ryan, we believe in the value of the buildings we design, develop, manage and construct. Not just for their dollar value, but the value they bring to the people who use them and the communities that surround them. For more than 85 years, this belief has driven us to take a holistic approach to every project, focusing first on the “why” behind a client’s needs so we can achieve a better outcome in the end.

Three generations of Ryans have led our business, carrying on the principles we were built upon—integrity, honesty, civic pride and a sincere regard for people—while honing our skills and capabilities to stay ahead of today’s fast-paced world. We specialize in development, architecture & engineering, construction, real estate management and capital markets, collaborating at every step of the process to streamline operations and applying our experience to gain important insights into client needs. And because we plan, design, build, own and sell buildings, we have a profound understanding of the intricate balance between beauty, function and cost.

We operate across the country with offices that represent much of the United States. With localized service, we have well-established connections within the

community and relationships with the best trades and suppliers, plus we understand the particular rules and regulations within each area. But most importantly, because your community is our community, too, we are passionate about finding the right solutions.

We know that a commercial real estate project is a long-lasting endeavor, both for our clients and the communities in which they operate. Being a part of this work is not something we take lightly. It is our responsibility to go beyond simply fulfilling a request. We bring our expertise and passion to create buildings that will add value to the people who encounter them, from clients to building patrons to the community. Project size is not what matters to us. What does matter is finding effective, timely solutions that are as successful today as they are in the future.

As a national leader in commercial real estate, we know that our clients are as unique as their projects. That’s why, day after day, we’re driven to uncover their stories. To be inspired by what inspires them. To bring the right people to the table so we can collaborate on a deeper, more engaging level. Together, we build something far more profound than the physical presence of a building. We build the backdrops to life’s stories.

RETURN THIS FORM WITH YOUR PROPOSAL

FINANCIAL QUESTIONNAIRE FORM

1. This organization is organized under the laws of the State of: Minnesota

2. Principal Financial institution. The information bellow will be used to assess financial responsibility.

Name of Bank: US Bank National Association

Address: 800 Nicollet Mall
Street

Minneapolis, MN 55402-4302
City, State, Zip

Telephone: 612-659-2000

Officer Familiar with Proposer's Account: Abby M. Summerfield

3. Business License

NOTE: The representations regarding the Proposer's license are made under penalty of perjury.

Proposer's Business License No.: B2005006724

Original Date Issued: 04/01/2005

Expiration Date: 03/31/2024

Proposer's DUNS No.: 068163195

Expiration Date: N/A - No expiration

Proposer's System for Award Management (SAM) No.: MNULLESQM1H5

Expiration Date: 12/01/2024

RETURN THIS FORM WITH YOUR PROPOSAL

4. The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

N/A

5. All current and prior DBAs, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

Ryan Properties, Inc., Ryan Construction Company, Ryan Lumber and Coal, Ryan Construction Company of Minnesota, Inc., Ryan Midwest Construction Company, Ryan Midwest Construction

6. Has Proposer ever failed to complete any work awarded to it? If so, when, where, and why?

No

7. Identify any conditions bankruptcy, pending litigation, planned office closures, impending merger:

No material pending litigation

8. Provide a general description of the individual or firm's financial condition:

See financial statements

3.3 Technical Proposal



3.3.1 QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES OF PROPOSER

C. Describe the firm's experience in performing like services of a similar nature for public transportation agencies, municipalities, or other government agencies. Include, at a minimum, the name of the contracting agency, type of services provided, the contract period, and the name, address, email, and telephone number of a contact person. Highlight the participation in such work by the key personnel proposed for assignment to the services described in this RFP. Describe your experience in working with the various government agencies identified in this RFP.

Ryan Companies has a distinguished track record in providing property management and building maintenance services for various government and public service entities. Currently, we oversee property management of the FBI Headquarters in Phoenix, AZ; Tucson Electric Power (TEP) in Tucson, AZ; and the Employee's Retirement System (ERS) of Texas in Austin, TX. In the following section we highlight our experience working on these special assets placing emphasis on security, facilities management and construction management.



GSA PROFESSIONAL OFFICE BUILDING - FBI HEADQUARTERS

Property Name: GSA Professional Office Building Location: 21711 N. 7th Street Phoenix, AZ 85024

Occupant: Federal Bureau of Investigations

Types of Services Provided: Property management, facility maintenance, and security management services.

Contract Period: 2012 - Present

Reference Person: Walter Thompson

Email: walter.thompson@gsa.gov **Phone:** 602-514-7219

Our Real Estate Management and Building Services team at Ryan Companies has a deep and longstanding understanding of government-agency level property management, especially when it comes to security. In the case of the 210,202 SF GSA Professional Office Building, which houses the FBI Headquarters in Phoenix, our experienced property managers, building engineers, and administrative staff have played a pivotal role since 2012 in ensuring high-level tenant satisfaction smooth, efficient and sustainable operations, and strict security compliance.

The FBI's priorities including protecting the U.S. against terrorism, foreign intelligence, espionage, cyber-crime, civil rights, organized crime and much more. It is an honor for Ryan Companies to support the FBI's mission and as developers and builders of the site, we have deep knowledge of the special security building systems and features we built in conjunction with FBI security experts and maintain to this day. These security systems include an onsite disintegrator that shreds documents so finely the paper pieces are approximately the size of the fine pen tip; bullet resistant windows; a mail room built with blast containment to screen all mail entering or exiting site; and overseeing an approved third-party vendor the visitor access, screening, and procedures in adherence to FBI's strict security requirements.



TUCSON ELECTRIC POWER - IRVINGTON CAMPUS

Property Name: Tucson Electric Power - Irvington Campus

Location: 4350 East Irvington Tucson, AZ

Occupant: Tucson Electric Power

Types of Services Provided: Real Estate Management, Facilities Management, Construction Management

Contract Period: September 2009 - Present

Reference Person: Karl Zimmer

Email: karl.zimmer@TEP.com

Phone: 520-623-7711

Our partnership with Tucson Electric Power (TEP) began in 2009 with the development and construction of their corporate headquarters. Throughout our relationship with TEP, our primary mission has been to act as a collaborative and strategic partner, delivering top-notch facility solutions that enhance workplace pride and productivity.

The expansive 346-acre Irvington Campus, located at 4350 East Irvington, houses over 600,000 square feet of space distributed across 50 buildings. With approximately 800 employees and contractors on-site, Ryan Companies has been responsible for campus management since 2016.

During this period, numerous significant projects have been completed at the Irvington Campus. These include renovations, roofing and asphalt projects, fire and life safety upgrades, and more. As a highly secured and specialized facility that plays a critical role in the power generation of Arizona, it requires efficient maintenance 24/7 to ensure reliability in the states electrical grid..

In 2022 alone, Ryan Companies completed over 2,200 hours of preventative maintenance and 8,800 hours of work orders at the Irvington Campus. We've diligently ensured that all necessary maintenance is performed efficiently, especially in the context of safety and security. Additionally, our team's expertise in comprehensive property and facilities management has supported more than \$140 million in facilities projects from 2019 to 2023 at this campus. By taking an integrated approach and leveraging our detailed understanding of operations and construction, TEP has been able to entrust us with managing these projects, avoiding the need for internal staffing.

Ryan Companies' ability to deliver a wide range of services, customized to meet the specific needs of our customers, is a testament to our commitment to excellence in facility management.



ERS OF TEXAS – 1836 SAN JACINTO BUILDING

Property Name: 1836 Jacinto Building

Location: 1836 San Jacinto Austin, Texas

Occupant: Employees Retirement System of Texas (ERS)

Types of Services Provided: Real Estate Management, Facilities Management, Construction Management

Contract Period: September 2020 - Present

Reference Person: Trudy Hill

Email: trudy.hill@ers.texas.gov **Phone:** 512-867-7304

The 1836 San Jacinto building, located in Austin, Texas, is a notable project that showcases our expertise in real estate management, facilities management, and construction management. Developed in collaboration with the Employees Retirement System of Texas (ERS), this nine-story urban mixed-use building has achieved Gold Certification in the Leadership in Energy and Environmental Design (LEED®) program by the U.S. Green Building Council®.

This 231,000 square-foot structure boasts a range of features, including office space, a conference center, a terrace on the ninth floor, street-level retail, and below-grade parking. Situated in the vibrant Texas Capitol District, the building offers convenient access to dining, cultural attractions, entertainment venues, and medical facilities.

Our commitment to sustainable design is evident in every aspect of this project. It began with the brownfield remediation of a former auto repair shop at the site, and even materials from the previous structure were repurposed to create an artistic wall feature in the building's main lobby. To reduce heat gain and the heat island effect, the project includes covered parking and a reflective roof membrane. The passive chilled-beam and VRF HVAC system ensure efficient temperature control, while carefully selected construction materials reduce the structure's life cycle impacts by 10 percent, contributing to a reduction in embodied carbon. Overall, the building is designed to consume eight percent less energy compared to similar structures, and it achieves a 30-percent reduction in indoor water usage.

Ryan Companies served as the General Contractor for the construction of 1836 San Jacinto and continues to provide property management, event management, and facilities management services, ensuring the ongoing success and sustainability of this remarkable project.



The experience of managing the three properties described has not only equipped Ryan Companies with a comprehensive understanding of complex government agency requirements, strict 24/7 security protocols, but also of the importance of delivering first-class, high-quality property management and building maintenance services in line with government standards, policies, and procedures.

D. Identify subcontractors by name, address, contact person, telephone number, email and project function. Describe Proposer's experience working with each subcontractor. Describe role of proposed subcontractor.

All property and facility management work will be internal no portion will be subcontracted.

STATUS OF CURRENT AND PAST CONTRACTS

Proposers shall list the status of **at least three (3)** current and past contracts where the subject scope of work has been performed within the past five years.

Proposer shall provide an accurate contact name, telephone number, and email for each contract, the terms and scope of the contract, the original contract value and if the contract has been completed or is still in progress. The Proposer must also indicate if the contract was terminated by either the procuring agency or by the Contractor for cause or convenience. If the contract was terminated, list the reason for termination. Identify and state the status of any litigation, claims, or settlement agreements related to any of the contracts.

REFERENCE NO.1

Company Name:	<u>GSA Professional Office Building/ NGP</u>
Point of Contact:	<u>Walter Thompson</u>
Phone:	<u>602-514-7219</u>
Email:	<u>walter.thompson@gsa.gov</u>
Project Award Date:	<u>September 2012</u>
Original Contract Value:	<u>\$120,000</u>
Status of Contract:	<u>Active</u>

A. Terms and Scope of Contract

Provide Property and Facility Management services at 210,202 SF Building in Phoenix, AZ
occupied by the Federal Bureau of Investigations. In addition to the property and facilities, we
we oversee all service contracts within the highly secure facility.

B. Identify Claims / Litigation or Settlements Associated with each Contract:

No Claims/Litigations or Settlements Associated with Contract.

RETURN THIS FORM WITH YOUR PROPOSAL

REFERENCE NO.2

Company Name: ERS of Texas - 1836 San Jacinto Building

Point of Contact: Trudy Hill

Phone: 512-867-7304

Email: trudy.hill@ers.texas.gov

Project Award Date: July 2020

Original Contract Value: \$720,000 per yr.

Status of Contract: Active

A. Terms and Scope of Contract

Property and Facility Management of 231,000 SF Building owned and partially occupied by the Employee Retirement System of Texas. In addition to the property and facilities, we oversee all property service contracts including parking and security.

B. Identify Claims / Litigation or Settlements Associated with each Contract:

No Claims/Litigations or Settlements Associated with Contract.

RETURN THIS FORM WITH YOUR PROPOSAL

REFERENCE NO.3

Company Name:	<u>Tucson Electric Power - Irvington Campus</u>
Point of Contact:	<u>Karl Zimmer</u>
Phone:	<u>520-623-7711</u>
Email:	<u>karl.zimmer@tep.com</u>
Project Award Date:	<u>October 1, 2016</u>
Original Contract Value:	<u>\$620,000 per yr.</u>
Status of Contract:	<u>Active</u>

A. Terms and Scope of Contract

Property and facility management at 346-acre Irvington Campus, located at 4350 East Irvington,
houses over 600,000 square feet of space distributed across 50 buildings.

B. Identify Claims / Litigation or Settlements Associated with each Contract:

No Claims/Litigations or Settlements Associated with Contract.

3.3 Technical Proposal



3.3.1 QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES OF PROPOSER

F. Maintenance Experience:

Describe the security systems, access control practices, and paid parking facility in one of your buildings which is currently or formerly in your portfolio. Include the building name, address, city, state, zip code.

GSA PROFESSIONAL OFFICE BUILDING - FBI HEADQUARTERS - PHOENIX, ARIZONA

Address: 21711 N 7th St, Phoenix, AZ 85024

The FBI Headquarters in Phoenix, Arizona, represents a pinnacle of security and access control practices in our property management portfolio. With a keen focus on safeguarding national interests and ensuring the utmost security, the building incorporates state-of-the-art security systems, meticulous access control practices, and a well-managed paid parking facility.

SECURITY SYSTEMS:

Security at the FBI Headquarters in Phoenix is a paramount concern, given the sensitive nature of the agency's operations. The facility boasts a comprehensive security system that includes multiple layers of protection. Some notable features of the security system are:

- **Bullet-Resistant Windows:** The building is equipped with bullet-resistant windows to withstand potential threats and enhance the safety of occupants.
- **Mail Room Security:** To ensure the safety of all incoming and outgoing mail, the facility features a dedicated mail room built with blast containment capabilities. This advanced infrastructure screens all mail items with the highest level of security.
- **Visitor Access Control:** The FBI Headquarters enforces strict access control for visitors. A carefully vetted and approved third-party vendor manages visitor access, ensuring that only authorized personnel are granted entry in adherence to the FBI's stringent security requirements.
- **Onsite Disintegration:** For document security, an onsite disintegrator is employed, capable of shredding documents to minuscule sizes, approximately the size of a fine pen tip, to protect sensitive information.
- **Surveillance Systems:** The building incorporates an extensive surveillance system, including CCTV cameras, to monitor critical areas and enhance overall security.

ACCESS CONTROL PRACTICES:

Access control at the FBI Headquarters is rigorously managed to maintain the highest level of security. Key practices include:

- **Biometric Access:** Biometric systems, such as fingerprint and retina scans, are employed to control access to secure areas within the building. Only authorized personnel are granted access to these spaces.
- **Smart Card Access:** Smart cards are issued to authorized personnel, allowing controlled entry to various parts of the building. These cards are regularly updated and audited to maintain access control integrity.
- **Secure Zones:** The building is divided into secure zones with varying access levels. Personnel are only permitted access to areas commensurate with their clearance and role, ensuring a need-to-know basis.
- **24/7 Surveillance:** Surveillance is ongoing 24/7, enabling real-time monitoring and immediate response to any security breaches or unusual activities.

PAID PARKING FACILITY:

The FBI Headquarters includes a meticulously managed paid parking facility. While primarily intended for building tenants on a monthly parking basis, it also serves other off-site, monthly, and daily users, making it accessible to the general public, especially as overflow parking for major downtown events and venues.

- **Ace Parking Management:** The parking facility is currently managed by Ace Parking, a



reputable parking management vendor with a proven track record of efficient operation and customer service.

- **Comprehensive Payment Systems:** The paid parking facility features advanced payment systems, including digital payment options, to ensure a smooth and convenient experience for users.
- **Security Measures:** Security measures extend to the parking facility, with surveillance cameras, well-lit areas, and regular patrols to ensure the safety of vehicles and users.

In conclusion, the FBI Headquarters in Phoenix, Arizona, stands as a model of cutting-edge security systems, stringent access control practices, and a well-managed paid parking facility. These elements combine to create a secure and efficient environment that aligns with the FBI's mission to protect and serve the nation's interests.

F. Maintenance Experience:

Safety and Security are of the utmost importance. Describe the safety and security program at one of your company's properties that requires 24-hour, seven (7) days a week security services and your company's role.

GSA PROFESSIONAL OFFICE BUILDING - FBI HEADQUARTERS - PHOENIX, ARIZONA

Address: 21711 N 7th St, Phoenix, AZ 85024

SAFETY AND SECURITY PROGRAM OVERVIEW:

At the FBI Headquarters in Phoenix, Arizona, safety and security are paramount, necessitating a robust program that operates 24 hours a day, seven days a week. This program combines state-of-the-art security technology, vigilant personnel, comprehensive emergency procedures, and ongoing training to ensure the safety of all occupants and assets within the property.

ACCESS CONTROL AND SURVEILLANCE:

- **Access Control Systems:** The property is equipped with advanced access control systems, including smart card readers and biometric scanners at key entry points. All occupants and authorized personnel are issued access cards, which are regularly updated to ensure only authorized individuals gain entry.
- **Surveillance Cameras:** A network of high-definition surveillance cameras is strategically placed throughout the property, providing real-time monitoring of common areas, entrances, and sensitive zones. The surveillance system operates around the clock and records all activities for future reference.
- **Visitor Management:** A visitor management system is in place to track and manage guests. Visitors are required to sign in, present identification, and undergo screening procedures before they are allowed access to the building.

SECURITY PERSONNEL:

- **On-Site Security Team:** A dedicated team of trained security professionals is stationed at the property 24/7. These security officers are responsible for monitoring access points, conducting regular patrols, and responding to security incidents promptly.
- **Emergency Response:** The security team is well-versed in emergency response procedures, including fire evacuation, medical emergencies, and security breaches. They coordinate closely with local law enforcement and emergency services when necessary.
- **Crisis Management:** The property has established a crisis management team comprising security personnel, property management, and emergency response experts. This team conducts regular drills and training exercises to ensure readiness for various crisis scenarios.



SAFETY MEASURES:

- **Fire Safety:** The property is equipped with state-of-the-art fire detection and suppression systems, including smoke detectors, sprinklers, and fire extinguishers. Regular fire drills and evacuation procedures are practiced to ensure the safety of occupants.
- **Medical Facilities:** In the event of medical emergencies, the property has designated medical facilities with trained staff and essential medical equipment.
- **Secure Entrances:** All entrances to the property are fortified with access control measures, including barriers and turnstiles, to prevent unauthorized entry.

Our Company's Role:

- **As the property management company for the FBI Headquarters in Phoenix, Arizona,** our role is to oversee and coordinate all aspects of the safety and security program. This includes:
- **Security Team Management:** We employ and manage the on-site security team, ensuring they are trained, licensed, and equipped to handle security operations effectively.
- **Technology Integration:** We oversee the maintenance and integration of security technology, ensuring that access control systems, surveillance cameras, and alarms are functioning optimally.
- **Emergency Planning:** We develop and regularly update comprehensive emergency response plans, conduct drills, and coordinate with local authorities to ensure a swift and effective response to any crisis.
- **Compliance:** We ensure that the property's safety and security program complies with all relevant local, state, and federal regulations and standards.
- **Continuous Improvement:** We regularly assess and enhance the safety and security program based on emerging threats, technological advancements, and best practices in the industry.

In conclusion, the FBI Headquarters in Phoenix, Arizona, maintains a meticulously designed and executed safety and security program that prioritizes the well-being of all occupants. Our company's role in managing this program is to guarantee its effectiveness, responsiveness, and adherence to the highest safety and security standards.

F. Maintenance Experience:

Please describe your company's knowledge of the San Diego market and events. This facility must be proactive for any additional revenue the parking garage may have available with the proper staffing and events. Please describe your knowledge of surrounding annual events which would impact staffing for the additional visitors for the garage.

Ryan Companies is part of the San Diego community and has a deep understanding of the vibrant events scene in our city, underpinning our ability to proactively manage parking garage operations and optimize revenue during key events. We recognize the importance of seamless parking solutions to enhance visitor experiences and cater to the unique demands of each event. Below, we illustrate our local knowledge with insights into three prominent San Diego events in the Downtown Area:

1) SAN DIEGO PADRES SEASON:

San Diego Padres' baseball season is a cornerstone of the city's sporting culture and community. The season typically spans from April to the fall, attracting a diverse range of fans, from avid baseball enthusiasts to families seeking a fun outing. Our company understands that PETCO Park, the Padres' home ground, is more than just a stadium; it's an entertainment hub. With various seating options, VIP experiences, and a wide array of dining choices, PETCO Park is known for offering something for everyone.

Our local knowledge extends to recognizing the surge in parking demands around game days. We understand the importance of efficient parking solutions to accommodate the influx



of Padres fans and staff that provides service to the events. Our proactive staffing strategies, including trained attendants and technology-driven management, will ensure that visitors experience hassle-free parking during Padres games.

2) COMIC CON IN JULY:

Comic-Con International, held annually in July at the San Diego Convention Center, is a pop culture phenomenon that draws around 170,000 attendees adorned in elaborate costumes. This event not only celebrates comic books and related popular art forms but also transforms downtown San Diego into a dynamic hub of creativity and fandom.

Our understanding of the area enables us to anticipate the parking challenges associated with Comic-Con. Hotels in and around downtown San Diego are often fully booked months in advance, leading to heightened parking demands. We are well-versed in implementing event-specific parking strategies, such as pre-booking options, extended operating hours, and shuttle services, to accommodate the influx of attendees seamlessly.

3) BIG BAY BOOM IN JULY:

The Big Bay Boom is San Diego's most spectacular July 4th fireworks show, attracting an estimated 300,000 to 500,000 people. This annual event, launched in 2001, is renowned as the largest fireworks display on the West Coast. It's a grand celebration of Independence Day that takes place along the Port of San Diego.

We understand that traffic and parking congestion can pose significant challenges on July 4th. To address this, we propose employing meticulous planning, including traffic management, temporary event parking facilities, and clear communication to guide visitors smoothly to available parking spaces. Our commitment to safety and efficiency aligns seamlessly with the objectives of the Big Bay Boom, ensuring a memorable experience for attendees and the San Diego community at large.

Ryan Companies knowledge of the San Diego market and events landscape positions us as a proactive partner for optimizing parking garage revenue and enhancing visitor experiences. We leverage this knowledge to tailor our parking management solutions to the unique demands of each event, ensuring that parking logistics remain seamless and efficient, even during the busiest of times in San Diego.

F. Maintenance Experience:

Please submit an operating budget to the best of your ability based on the age of the asset and parameters of 10 story high rise building costing of 183, 245 sq ft. Please describe "in house" –vs- contract services and why.

See Section 3.4



G. Procurement:

Your company would be responsible for coordinating a competitive procurement processes with assistance and guidance provided. Please describe your company's understanding of public agency procurement.

Ryan Companies possesses a comprehensive understanding of public agency procurement processes. Public agency procurement is a highly regulated and transparent process designed to ensure fair competition, integrity, and fiscal responsibility in the acquisition of goods and services.

KEY ASPECTS OF PUBLIC AGENCY PROCUREMENT:

Transparency and Accountability: Public agency procurement places a strong emphasis on transparency and accountability. The process is designed to be open and accessible to all qualified vendors, promoting competition and preventing favoritism or bias.

Legal Compliance: Public agencies, including MTS, adhere to federal, state, and local laws and regulations governing procurement. This includes compliance with requirements related to competitive bidding, prevailing wages, and minority/women-owned business enterprise (MWBE) participation.

Competitive Bidding: Competitive bidding is a fundamental element of public agency procurement. Contracts are typically awarded through a competitive bidding process, where qualified vendors submit proposals or bids in response to publicly issued solicitations (such as Requests for Proposals - RFPs). The competitive nature of the process ensures that the agency obtains the best value for taxpayer dollars.

Evaluation Criteria: Public agencies, including MTS, establish clear evaluation criteria that are outlined in the solicitation documents. These criteria are used to assess and score proposals submitted by vendors. Evaluation factors may include cost, technical qualifications, past performance, and MWBE participation.

Contract Compliance: Successful vendors are required to adhere to the terms and conditions outlined in the contract. This includes delivering goods or services in accordance with agreed-upon specifications, meeting performance milestones, and fulfilling reporting and documentation requirements.

MTS-Specific Procurement Process: In the context of MTS, our company recognizes that MTS follows rigorous procurement procedures to ensure the efficient and effective acquisition of goods and services for the transit system's operation and maintenance. Some key points related to MTS-specific procurement are as follows:

MTS Procurement Guidelines: MTS has established clear procurement guidelines that outline the steps, processes, and requirements for vendors interested in doing business with the transit system. These guidelines are typically published and made available to the public.

Prequalification: Depending on the nature and complexity of the procurement, MTS may require vendors to go through a prequalification process. Prequalification assesses a vendor's financial stability, technical capabilities, and relevant experience.

Bid Solicitations: MTS issues bid solicitations, such as RFPs, to invite vendors to submit proposals for specific projects or services. These solicitations provide detailed information about the project's scope, requirements, evaluation criteria, and submission deadlines.

Evaluation and Award: MTS assembles evaluation committees to review and score vendor proposals based on established criteria. Contracts are typically awarded to the vendor that offers the best overall value to MTS while meeting all requirements.

Contract Administration: Once awarded, vendors must comply with the terms of the contract and work closely with MTS staff to ensure successful project implementation. This may involve periodic reporting, performance evaluations, and coordination with MTS personnel.

Our company's experience in public agency procurement, including our familiarity with MTS-specific processes, positions us as a capable and compliant partner. We are versed in navigating the intricacies of procurement regulations, ensuring that our services are procured efficiently and in accordance with all legal and ethical standards. Our commitment



to transparency, competitive bidding, and adherence to contractual obligations aligns seamlessly with the principles of public agency procurement, including those practiced by MTS.

G. Procurement:

Please define and describe how the following are to be utilized: Request for Proposal (RFP), Request for Qualifications (RFQ), Invitation For Bid (IFB) and an Initial Cost Estimate (ICE).

To effectively manage procurement processes and select the most qualified vendors for the San Diego Regional Building Authority (SDRBA) and the property management of the James R. Mills Building and Auto Park (Mills Building), we understand the importance of utilizing various procurement documents, each serving specific purposes. Below, we define and describe how these documents, including Request for Proposal (RFP), Request for Qualifications (RFQ), Invitation For Bid (IFB), and Initial Cost Estimate (ICE), are employed in our procurement practices:

REQUEST FOR PROPOSAL (RFP):

Purpose: RFPs are used when the SDRBA seeks proposals from vendors for services that require a comprehensive understanding of the project's scope and objectives. RFPs are typically used for complex services or projects where factors beyond cost, such as technical expertise and approach, play a significant role.

Description: The RFP document outlines the project's details, requirements, evaluation criteria, and desired outcomes. It allows vendors to submit proposals that demonstrate their qualifications, capabilities, and strategies for achieving the project's goals. Evaluation committees assess proposals based on both technical and cost-related criteria.

REQUEST FOR QUALIFICATIONS (RFQ):

Purpose: RFQs are employed when the primary consideration is the qualifications and expertise of vendors. RFQs are often used as a prequalification step to identify a pool of qualified vendors for subsequent RFPs or IFBs.

Description: An RFQ focuses on vendor qualifications, experience, and capabilities. Vendors submit statements of qualifications, including their past performance, relevant experience, and references. The SDRBA reviews and scores these qualifications to create a shortlist of prequalified vendors who may be invited to participate in RFPs or IFBs.

INVITATION FOR BID (IFB):

Purpose: IFBs are used for procurements where the scope of work or project requirements are well-defined and where cost is the primary selection factor. IFBs are typically employed for straightforward, commodity-based, or construction-related procurements.

Description: The IFB document provides a clear and detailed description of the goods or services required, along with specifications and terms. Vendors submit sealed bids that include their proposed prices. The contract is typically awarded to the lowest responsive and responsible bidder, ensuring a transparent and cost-effective process.

INITIAL COST ESTIMATE (ICE):

Purpose: ICE is a critical component in the procurement process, especially when preparing RFPs or evaluating bids. It serves as an early estimate of the project's cost, providing a benchmark for evaluating vendor proposals and budgeting.

Description: An ICE is prepared by the SDRBA or its representatives to estimate the overall cost of the project or service. This estimate takes into account various cost components, including labor, materials, overhead, and contingencies. It helps to ensure that vendor proposals are realistic and within budgetary constraints.



In summary, our approach to procurement for the Mills Building involves the strategic use of these documents to facilitate a transparent, competitive, and effective process. We tailor the choice of document to the specific procurement needs, whether it's selecting vendors based on qualifications, cost, or a combination of both. The use of these procurement instruments aligns with industry best practices and ensures that the SDRBA receives the highest value while upholding transparency and fairness in vendor selection. Our experienced team is well-versed in navigating these processes to achieve the SDRBA's goals efficiently and effectively.



3.3 Technical Proposal



3.3.2 PROPOSED STAFFING, ORGANIZATION AND MANAGEMENT PLAN

A. Provide education, experience, course work, training, special qualifications, and applicable professional credentials of proposed staff.

B. Furnish brief resumes (not more than two (2) pages each) for the proposed responsible management team and key staff or personnel that will be assigned to the Work.

C. Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services.

D. Include an organizational chart, which clearly depicts communication/ reporting relationships among the proposed staff, the subcontractors, and their assigned tasks in relation to SDRBA' requirements

E. Include a statement that key personnel proposed will be available to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written concurrence of SDRBA.

F. Describe the process to be used to attract qualified personnel and office staff (to be submitted with the proposal as Appendix D). Describe the firm's participation in their staffs continued education and training. Also describe the firm's drug and alcohol testing procedures and policy.

MANAGEMENT AND KEY PERSONNEL STRATEGY

In response to the San Diego Regional Building Authority's (SDRBA) request for information regarding our management approach and key personnel for the property management of the James R. Mills Building and Auto Park, we outline our strategy and introduce our proposed team. This management and personnel plan demonstrates our commitment to providing high-quality services, maintaining seamless communication, and ensuring the availability of qualified staff throughout the contract duration.

A. EDUCATION, EXPERIENCE, AND QUALIFICATIONS:

We emphasize the importance of education, experience, and qualifications when selecting staff for this project. Our proposed team members have undergone rigorous training, hold relevant professional credentials, and possess a wealth of experience in property management and facility maintenance/ Their qualifications ensure that they are well-equipped to meet the demands of this contract successfully. See attached resumes in Appendix B.

B. MANAGEMENT TEAM AND KEY STAFF:

Our responsible management team comprises individuals with a deep understanding of property management and the unique requirements of the Mills Building. Ryan proposes to hire all or part of the existing management team as follows:

General Manager: **Leslie Cusworth or New Hire** (100% Dedicated)

Chief Engineer: **Federico Martinez or New Hire** (100% Dedicated)

Lead Engineer: **Israel Ramirez or New Hire** (100% Dedicated)

Associate RE Manager: **Erin Triplett - Ryan Existing Employee** (50% Dedicated)

Each member of our team brings a unique set of skills and experiences that align with the specific services required by the SDRBA. The proposed management team will be dedicated to the project and will be readily available to address any issues, implement maintenance and security measures, and ensure efficient operations. These employees will be reimbursed by property operating budget.

C. KEY PERSONNEL FOR SERVICES:

We have identified key personnel who will oversee various aspects of the services outlined in the Scope of Work. This includes property management, facilities management, maintenance, security, and coordination with subcontracted services as needed. The detailed roles and responsibilities of these key personnel have been carefully aligned with the project requirements.

D. ORGANIZATIONAL CHART:

To ensure clear communication and reporting, we have provided an organizational chart as Appendix C with our proposal. This chart will illustrate the hierarchical structure of our team, including reporting relationships, key personnel, and their assigned tasks in relation to the SDRBA's requirements.

E. PERSONNEL AVAILABILITY:

We affirm that all designated "key" personnel proposed for this project will be available throughout the contract duration. Any proposed changes or replacements of key personnel will be subject to the prior written concurrence of the SDRBA, ensuring continuity and stability in service provision.

F. RECRUITMENT AND CONTINUED EDUCATION:

Included as Appendix D.



3.3 Technical Proposal

3.3.3 WORK PLAN

A. Discussion of proposed methods/reports for periodic facilities inspection and repair of minor structural and cosmetic components

MANAGEMENT PLAN FOR THE JAMES MILLS BUILDING

A well-structured management plan is crucial for the efficient operation and maintenance of the property managed by Ryan Companies. This comprehensive plan encompasses various aspects of property management, ensuring that all functions are executed seamlessly and effectively. Below is an in-depth discussion of each element of the management plan:

A. FACILITIES INSPECTION AND REPAIR

Ryan Companies is committed to maintaining the James Mills Building at the highest standards of excellence. Our approach to facilities inspection and repair goes beyond routine checks; it involves a comprehensive strategy designed to ensure the longevity and functionality of the property's minor structural and cosmetic components.

1. Comprehensive Inspection Protocol:

Our team of experienced and trained personnel will conduct periodic facilities inspections with meticulous attention to detail. Each inspection will adhere to a standardized checklist that covers all critical areas of concern, including minor structural and cosmetic components.

The checklist has been developed through years of experience and industry best practices, ensuring that no aspect of the property goes overlooked during inspections.

2. Trained Personnel:

Our inspection teams consist of professionals with expertise in building maintenance and construction. They are equipped with the knowledge and skills required to identify issues promptly and accurately.

Continuous training and development programs are in place to keep our personnel updated with the latest industry trends, technology, and best practices.

3. Inspection Frequency:

The frequency of inspections is tailored to the specific needs and characteristics of the James Mills Building systems. While inspections may vary, they generally occur on a monthly or quarterly basis.

This adaptable approach allows us to address emerging issues promptly while minimizing disruptions to tenants and building operations.

4. Detailed Inspection Reports:

Following each walkthrough, a detailed inspection report is generated. These reports serve as a comprehensive record of our findings and recommendations.

The reports include photographic documentation of any issues identified, allowing for clear communication and visualization of the areas in need of attention.

5. Recommended Repairs:

In cases where issues are identified during inspections, our team provides clear and actionable recommendations for repairs. We prioritize these recommendations based on severity and potential impact on the building and its occupants.

The goal is to ensure that minor structural and cosmetic components are addressed promptly, preventing them from escalating into more significant and costly problems.

6. CMMS Integration - Corrigo:

Ryan Companies utilizes the advanced Computerized Maintenance Management System (CMMS) - Corrigo for scheduling, tracking, and managing all maintenance and repair activities.



3.3 Technical Proposal

3.3.3 WORK PLAN

Corrigo enhances our ability to manage work orders efficiently, allocate resources effectively, and monitor progress in real-time.

7. Preventive Maintenance Focus:

While addressing immediate repair needs is crucial, we also emphasize preventive maintenance. This proactive approach aims to identify and address potential issues before they manifest, extending the lifespan of building components and reducing long-term maintenance costs. Corrigo integrates a Preventative Maintenance Schedule providing notifications once PMs are due and needed for each of the building systems.

8. Continuous Improvement:

Ryan Companies is dedicated to a culture of continuous improvement. Feedback from inspection reports, tenant interactions, and industry advancements are actively incorporated into our facilities inspection and repair processes.

We continually seek ways to ensure that the James Mills Building remains in optimal condition.

B. Life cycle reporting and analysis for repair and replacement of major building components including frequency of inspection and reporting.

B. LIFE CYCLE REPORTING AND ANALYSIS:

For major building components, Ryan Companies will establish a life cycle reporting and analysis program. This program involves the inspection and evaluation of critical systems and components, such as HVAC, plumbing, electrical, roofing, and elevators. These inspections will be conducted annually or as required by manufacturer recommendations, especially prior to annual budget approval to ensure that large ticket capital work is contemplated each budget cycle. Life cycle analysis reports will outline the expected lifespan of each component, repair and replacement costs, and projected timelines. This information will assist in long-term budgeting and capital planning for the property.

C. Methods for cash management, rent collection, and fiscal report preparation

C. CASH MANAGEMENT AND FISCAL REPORTING:

Our company will implement a robust cash management system, including rent collection and fiscal report preparation using GAAP (Generally Accepted Accounting Principles) Methodology. This system will ensure timely rent collection and provide transparent fiscal reporting to the San Diego Regional Building Authority (SDRBA) in accordance with the established required financial reporting policies, procedures, and methods. Monthly financial statements, including income and expense reports, balance sheets, and budget variance analyses, will be prepared and presented to SDRBA. A dedicated financial accounting team under the direction of the General Manager will manage cash flow, monitor expenses, and track revenue to optimize financial performance.

D. Emergency repair response plan; and plan for handling building occupant service requests. This should include method of logging requests, description of method for screening, and estimating costs and the estimated maximum response time, etc.

D. EMERGENCY REPAIR RESPONSE PLAN AND SERVICE REQUESTS:

At Ryan Companies, our unwavering commitment to tenant safety and satisfaction is at the core of our property management approach. We have developed a robust emergency repair response plan and streamlined service request procedures to address occupants' needs promptly and effectively.

1. Comprehensive Emergency Repair Response Plan:

The safety and well-being of building occupants are paramount. Our emergency repair response plan is meticulously designed to handle urgent issues with precision and speed.

We have established clear protocols, designated personnel, and efficient communication channels to ensure a swift response to emergencies. Sample Emergency Response Plan can be found in Appendix.

2. Seamless Service Request Process:



3.3 Technical Proposal

3.3.3 WORK PLAN



We understand that timely service requests are vital to tenant satisfaction. To facilitate this, we provide multiple channels for occupants to log their requests, including phone, email, and a 24/7 customer service hotline.

This streamlined process allows occupants to report issues efficiently, ensuring that their concerns are addressed promptly.

3. Logging and Categorization:

All service requests received, whether through our hotline or online portal, are logged and meticulously categorized in Corrigo. This categorization ensures that requests are directed to the appropriate personnel for evaluation and resolution.

Our systematic approach helps us prioritize and manage service requests effectively.

4. Assignment to Skilled Personnel:

Once categorized, service requests are assigned to our team of skilled professionals who specialize in various aspects of building maintenance and repair.

Assigning tasks to personnel with the relevant expertise ensures that issues are assessed and resolved by the most qualified individuals.

5. Response Times Aligned with Urgency:

We recognize that different issues demand varying levels of urgency. Our response times are tailored to the severity of the reported problem.

For emergencies requiring immediate attention, our response time is typically within 2 to 4 hours. Non-emergencies are addressed within 24 to 48 hours.

6. Transparent Cost Estimates:

Transparency is key in our service request process. Before any repair work commences, we provide detailed cost estimates to the client for their approval.

This practice ensures that the client is informed about the anticipated costs associated with the requested repairs, allowing for informed decision-making.

Our emergency repair response plan and service request procedures are designed to create a secure and comfortable environment for all building occupants. By prioritizing safety, efficiency, and transparency, Ryan Companies aims to exceed client and tenant expectations. We are dedicated to addressing urgent issues promptly while providing clear communication and cost transparency throughout the process, ultimately contributing to the satisfaction and well-being of our valued occupants.

E. Customer service experience and method of responding to calls. Emergency response experience and sample emergency response plan.

E. CUSTOMER SERVICE AND EMERGENCY RESPONSE:

Our company places a strong emphasis on customer service. We believe that exceptional service is the foundation of client and tenant satisfaction. Our onsite personnel are trained to embody our customer service philosophy, which prioritizes responsiveness, professionalism, and proactive communication. We provide regular communication channels for tenants to reach out, including dedicated phone lines and email addresses.

We offer ongoing customer service training to our property management and engineering staff to enhance their interpersonal skills and responsiveness. This training includes conflict resolution, effective communication, and best practices in customer interaction.

To track service requests, we employ Corrigo that records work orders, response times, and performance metrics. This system allows us to monitor and continuously improve our service delivery.



3.3 Technical Proposal

3.3.3 WORK PLAN



Business Continuity Plan:

To ensure uninterrupted critical functions in the event of a disaster, Ryan Companies has a robust business continuity plan in place. This plan covers business network and operating systems, data recovery, and security services. It outlines procedures for backup data storage, off-site redundancy, and disaster recovery protocols. Our commitment is to minimize downtime and maintain service continuity, including security services, to safeguard the property and its occupants.

F. Preventative and Building Maintenance Experience.

Describe your company's experience performing minimum preventive, predictive, and corrective maintenance activities for building equipment within a high-rise environment. Include the building size, name, address, city, state, zip code.

F. PREVENTATIVE AND BUILDING MAINTENANCE EXPERIENCE:

Ryan Companies has extensive experience in performing minimum preventive, predictive, and corrective maintenance activities for building equipment within a high-rise environment. We currently manage over 21 Million Square Feet of commercial properties of various sizes, including high-rise buildings in major metropolitan areas such as San Diego. Our preventive maintenance programs encompass critical building systems, including HVAC, plumbing, electrical, and fire safety. By adhering to manufacturer recommendations and industry best practices, we ensure optimal equipment performance, energy efficiency, and occupant comfort. The following is a sample list of four properties that we currently manage that operate within a high-rise environment:

- 1) 1836 San Jacinto Building
1836 San Jacinto, Austin, TX 78701
SF: 210,000 SF
Type: Class A High Rise
- 2) ATT Tower
901 Marquette Avenue South, Minneapolis, MN 55402
SF: 610,154 SF
Type: Class A High Rise
- 3) Capella Tower
225 South 6th Street Minneapolis, MN 55402
SF: 1,401,233 SF
Type: Class A High Rise
- 4) 3003 North Central
3003 North Central, AZ 55402
SF: 457,893 SF
Type: Class A High Rise

G. Capital Improvement and Tenant Improvement Construction Projects

G. CAPITAL IMPROVEMENT AND TENANT IMPROVEMENT PROJECTS:

Our company has a strong track record of procuring, awarding, and managing capital improvement projects in excess of \$100,000,000. We have completed numerous projects, each varying in scope and budget. Past projects have included building envelope upgrades, HVAC system replacements, complex tenant improvements, roof repairs, energy-efficient lighting retrofits among others. We have experience managing projects with budgets ranging from tens of thousands to multimillion-dollar renovations.

In addition to capital improvement projects, Ryan Companies has also overseen major tenant improvement projects within buildings under our management. These renovations have involved reconfiguring office spaces, upgrading finishes, and implementing modern design elements to meet tenant needs. Our expertise in tenant improvements ensures minimal disruption to building operations and seamless transitions for occupants.

Below is a small of Capital and Tenant Improvement Projects we have recently completed in with dollar amounts:



3.3 Technical Proposal

3.3.3 WORK PLAN

Location	Project Description	Improvement Amount
3003 North Central, Phoenix, AZ	Elevator Modernization	\$1,148,000
3003 North Central, Phoenix, AZ	Parking Garage Equipment Upgrade	\$469,940
12651 High Bluff Drive, San Diego, CA	Ste 300 Spec Suite Office Remodel - Demo, Paint, Carpet, Meeting Room Buildout	\$735,000
12671 High Bluff Drive, San Diego, CA	Ste 150 Spec Suite Office Remodel - Demo, Paint, Carpet, Meeting Room Buildout	\$498,000

H. Transition Strategy

Provide a Transition Management strategy including administrative responsibilities, security services, contract administration, maintenance and operation, preventive maintenance, janitorial services, landscape maintenance, emergency response plan, and city, county, state law and code requirements.

H. TRANSITION STRATEGY:

A well-executed property management transition plan is essential to ensure the seamless transfer of responsibilities from one property management company to another. In the case of the James Mills Building, this transition plan is of paramount importance to maintain uninterrupted operations, tenant satisfaction, and compliance with all regulatory requirements. Ryan Companies is committed to following industry best practices and leveraging its extensive experience to ensure a smooth and efficient transition and proposes the following 12 step process:

1. Comprehensive Audit and Needs Assessment:

The transition process begins with a comprehensive audit of the James Mills Building. This audit encompasses all aspects of property management, including financial records, leases, maintenance logs, vendor contracts, tenant communication records, and emergency response plans.

Our team will conduct an in-depth needs assessment to identify any immediate priorities, outstanding issues, or potential challenges that require swift resolution. This assessment includes evaluating the physical condition of the building, ongoing maintenance needs, and tenant concerns.

2. Team Assembly and Roles Clarification:

Ryan Companies will assemble a dedicated transition team with the skills and expertise necessary to facilitate a seamless handover. This team will include property managers, maintenance personnel, property accountants, and legal advisors.

Clear roles and responsibilities will be defined for each team member to ensure efficient communication and coordination. Roles will include transition project manager, financial coordinator, tenant liaison, maintenance supervisor, and legal advisor.

3. Communication and Tenant Engagement:

Open and transparent communication is critical during the transition process. We will initiate communication with tenants of the James Mills Building to introduce the new property management team and provide assurance of uninterrupted service.

A tenant liaison will be designated to address tenant concerns, inquiries, and service requests promptly. Regular updates and feedback channels will be established to maintain a strong tenant-manager relationship.

4. Documentation Transfer and Digital Transition:

All critical documentation, including leases, financial records, maintenance logs, and vendor contracts, will be systematically transferred to Ryan Companies' management platform - Microsoft Sharepoint. This process will ensure data integrity and accessibility for both parties.

We will employ secure digital transition protocols to safeguard sensitive information

3.3 Technical Proposal

3.3.3 WORK PLAN



during the transfer process. This includes encryption, secure file sharing, and access controls.

5. Compliance Review and Code Assessment:

Our transition team will conduct a comprehensive review of all existing contracts, licenses, permits, and regulatory compliance documents related to the James Mills Building.

A thorough assessment of local, state, and federal building codes and regulations will be conducted to ensure continued compliance. Any necessary updates or modifications will be identified and addressed.

6. Vendor and Service Provider Evaluation:

We will assess existing vendor contracts and service providers to determine their alignment with Ryan Companies' standards and practices. Vendor performance and service quality will be evaluated.

Where necessary, we will initiate the vendor onboarding process, seeking competitive bids and selecting vendors that align with our commitment to excellence and cost-efficiency. This will be done in accordance to MTS policies and procedures.

7. Emergency Response Plan and Continuity Strategy:

The James Mills Building's emergency response plan will be reviewed, updated, and tested to ensure it aligns with Ryan Companies' emergency management protocols. Sample Attached to Appendix.

A business continuity strategy will be established to address potential disruptions, including disaster recovery plans, data backup, and uninterrupted security services.

8. Financial Transition and Cash Management:

Ryan Companies will assume responsibility for cash management, rent collection, and fiscal report preparation. All financial records and accounts will be meticulously reviewed and reconciled.

Our financial controller will work closely with the existing accounting team to ensure a smooth transition of financial operations, including the handling of accounts payable and receivable.

9. Maintenance and Preventive Programs:

Maintenance logs and records will be transferred to Ryan Companies Computerized Maintenance Management System (CMMS) - Corrigo, which will serve as the central platform for tracking and scheduling maintenance activities. Corrigo is the world's most powerful and proven CMMS solution. Corrigo is the facility manager's mobile-first, one-stop shop for work order, asset, and vendor management.

Preventive maintenance programs will be initiated or adjusted as needed to ensure the ongoing functionality and efficiency of critical building systems.

10. Training and Knowledge Transfer:

Ryan Companies places a strong emphasis on knowledge transfer. We will conduct training sessions with existing property management staff to facilitate a smooth transition and share best practices.

Our team will also provide training on our proprietary systems and procedures to ensure all personnel are well-equipped to manage the James Mills Building effectively.

11. Monitoring and Reporting:

Throughout the transition process, Ryan Companies will implement a robust monitoring



3.3 Technical Proposal

3.3.3 WORK PLAN



and reporting system to track progress, identify issues, and maintain transparency.

Regular reports will be generated and shared with the San Diego Regional Building Authority (SDRBA) to keep all stakeholders informed of the transition's status.

12. Post-Transition Evaluation and Optimization:

Following the successful transition, Ryan Companies will conduct a post-transition evaluation to assess the effectiveness of the handover process and identify areas for improvement. Our commitment to continuous improvement means that we will continually optimize our property management services to enhance tenant satisfaction and operational efficiency.

Ryan Companies' property management transition plan for the James Mills Building is based on industry best practices, extensive experience, and a commitment to excellence. Our meticulous approach ensures that the transition is seamless, transparent, and minimizes disruptions to building operations and tenant satisfaction. By following this comprehensive plan, we are confident in our ability to successfully manage the James Mills Building and meet the San Diego Regional Building Authority's expectations for property management excellence.

I. Proposed documentation storage system and process for SDRBA, including separate access to MTS and County, access to documents (i.e virtual database)

I. DOCUMENTATION STORAGE SYSTEM AND RECORDS RETENTION:

Our proposed documentation storage system will utilize a secure virtual database - Microsoft Sharepoint - accessible to authorized personnel, including SDRBA, MTS, and County representatives. This system will store crucial documents related to property management, including leases, financial records, maintenance logs, and emergency response plans. The system will provide access rights to each entity, ensuring data confidentiality and security.

J. Records Retention: Proposer shall discuss the process used to establish and maintain SDRBA' data collected or generated while performing the services. The processes used to ensure confidentiality and the storage terms, where applicable.

J. RECORDS RETENTION

Records retention processes will comply with applicable regulations and legal requirements. We will maintain data confidentiality, establish storage terms, and employ encryption and access controls to safeguard sensitive information.

In summary, our management plan encompasses a comprehensive approach to property management, from facilities inspection and emergency response to customer service excellence and business continuity. We are fully prepared to execute this plan diligently and adapt it to the specific needs and requirements of the San Diego Regional Building Authority. Ryan Companies' proven experience, dedicated team, and commitment to excellence ensure the efficient management of the property while exceeding the expectations of all stakeholders.

3.3.4. Submit a statement in the cover letter, or provide proof that the required insurance coverage contained in the Sample Agreement can be obtained by the Proposer.

Insurance verification is included in Appendix E as requested.

3.3.5 Proposer shall state any exceptions to or recommended deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions, and including RFP sections and page numbers. Where Proposer wishes to submit alternative approaches to meeting SDRBA' technical or contractual requirements, these should be thoroughly explained.

Recommended deviations/exceptions are included in Appendix F as requested.



SECTION 3.4

Cost and Price Proposal



Appendix

- Appendix A – Audited Financial Forms
- Appendix B – Resumes
- Appendix C – Organizational Chart
- Appendix D – Process to attract qualified personnel
- Appendix E – Insurance coverage
- Appendix F – Contract Exceptions/Deviations
- Appendix G – Sample Emergency Plan/Training Manual

Appendix A – Audited Financials

Ryan Companies financial statements are confidential and have been provided separately by email to:

Brianda Diaz
Procurement Specialist
San Diego Metropolitan Transit System (MTS)
brianda.diaz@sdmts.com

by

David Kopischke, CPA (inactive)
Director of Corporate Accounting
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, MN 55415
David.Kopischke@ryancompanies.com
(p) 612-492-4964



Alisa Timm, CPM

VICE PRESIDENT OF MANAGEMENT



PROFESSIONAL EXPERIENCE

President, Principal
Trust Realty Advisors, Inc.

**Director of Management,
Southwest Region, Designated Broker**
Lincoln Property Company

**Vice President, Principal,
Designated Broker**
Cassidy Turley

Real Estate Portfolio Manager
General American Life Insurance Company

AWARDS

IREM President's Award

Real Estate Forum Influential Woman Award, 2015

BOMA International TOBY Award, 2015

TOBY Award, 2016

AFFILIATIONS & MEMBERSHIPS

Certified Property Manager (CPM)

Past Board Member
Institute of Real Estate Management (IREM)

Board Member
AzCREW (Commercial Real Estate Women)

NAIOP

Building Owners and Managers Association (BOMA)

EDUCATION

Bachelor of Arts
Economics/English
Colorado College

Arizona Broker's License 2008

Nevada Broker's License 2013

SELECTED EXPERIENCE

777 Tower at Novus Innovation Corridor
160,000 SF, Office
9,000 SF, Retail
Tempe, AZ

Chandler Airport Commerce Park
337,880, Industrial, Office
Chandler, AZ

Farmers Insurance
300,000 SF, Office,
Regional Headquarters
734-Stall Parking Garage
Phoenix, AZ

GoDaddy Global Technology Center
150,000 SF, Office
Tempe, AZ

McKesson
394,000 SF, Office,
Regional Headquarters
Scottsdale, AZ

Missouri Falls
190,419 SF, Office
Phoenix, AZ



“Building relationships is based on our genuine interest in our customers. Our trusted advocacy results in higher returns because we deliver on our promises. I am passionate about real estate and wake up excited every day for the challenges and the celebrations.”

Alisa brings 30 years of real estate experience to her role as Vice President of Management, and an extensive background in portfolio management, brokerage, business development and relationship building. As she focuses on the growth of Ryan's REM portfolio and the cultivation of key relationships, she is responsible for the oversight of the team's management and

engineering professionals, mentoring and training, strategic planning and ensuring the highest level of customer care. Alisa is a natural leader who embraces the fast pace and ever changing environment of commercial real estate. A proven problem solver, she's creatively strategic in finding the solutions that are right for the customer.



Oscar Cisneros
ASSOCIATE DIRECTOR OF MANAGEMENT



PROFESSIONAL EXPERIENCE

Senior Real Estate Manager
Colliers International

Real Estate Manager
Sentre Partners

Project Manager
Ensamble Developments

Director of Operations
Paradise Bay Developments

AWARDS

Harvard Mentor Executive Leadership
Scholarship, 2019

Colliers San Diego REM Manager of the
Year, 2018

AFFILIATIONS & MEMBERSHIPS

Building Owners and Managers Associ-
ation

Institute of Real Estate Management

EDUCATION

Bachelor of Arts
Public Policy / Interdisciplinary Studies
University of California, Berkeley

LANGUAGE

Spanish

SELECTED EXPERIENCE

Vantage Point
530,850 SF,
Industrial, Distribution
Poway, CA

Del Mar Corporate Plaza
73,653 SF
Corporate Office
San Diego, CA



“As an expert in my field, I am able to provide multiple streams of financial, market and operational value enhancements for my clients. I also have a deep understanding of the current trends at a micro level which really helps outside real estate investors who are new to the market.”

A resourceful, outside-the-box thinker who stays cool under pressure, Oscar brings 15 years of experience to his role as Associate Director of Management. He has a strong grasp of financial reporting needs and requirements of institutional investor clients, an appreciation for the dynamic nature of tenant management and building improvement, and a love for working in an industry that helps shape the physical spaces people work in while also supporting tenants’ productivity and success. As Associate Director of Management, Oscar manages a varied

portfolio of properties while building professional relationships and assisting in developing opportunities for new business and sources of revenue. He oversees a variety of responsibilities including owner and tenant relations, lease administration, financial reporting, budgeting, property operations, vendor management and contracts, construction management, leasing and renewals. Oscar excels at collaboration and problem solving, values the benefits of mentorship and stays on top of current market trends.

Leslie C. Cusworth

Cell: 619/417-9336

Email: Leslie.Cusworth@icloud.com

Web: LCCpropertymanagement.com

OBJECTIVE

Obtain a Senior General Manager position using 25 years of all-encompassing property management experience including: leasing, construction management, business/asset plans and operations of San Diego Class A office, industrial and retail.

PROFESSIONAL SUMMARY

All-inclusive property management experiences in the effective day-to-day management of property operations and leasing, construction management for a wide variety of assigned properties. Providing professional senior leadership to property operations personnel and operating departments to deliver efficient and effective customer service and ensure the stable operation of each property while maximizing its value. A detail oriented, self-motivated, team player, flexible in many roles with focus, accuracy and a positive attitude. It is also my responsibility as a Sr. leader not only to exhibit legendary customer service when communicating with tenants, prospective tenants, owners and vendors, but also to focus on productivity and results that lead to tenant retention and a successful team to execute the owner's objectives and goals.

Highlights of Expertise:

- Tenant retention due to excellent customer service standards
- Minimize expense and maximize revenue
- Vendor Service Management
- Business Development / ROI
- Market Knowledge
- Budget Development & Forecasting and Asset business plans
- Safety & Building Code Compliance
- Process & Standards Improvements
- Team Leadership and Collaboration
- Construction oversight for Capital Expenditures and tenant improvements
- Public Agency procurement rules and regulations
- Coaching and mentorship
- Prioritize day to day operations for efficiency

EXPERIENCE

MTS/County of San Diego, MTS Building, Colliers International – General Manager, 2017 - Present

- Overall responsibility to ensure compliance with tenant leases, regulatory requirements, and the property management contract
- Establish and maintain strong and positive relationships with all clients, property tenants, vendors and contractors
- Responsible for annual budget preparation, business plans and Cap Ex budgets 3 and 5 year plans
- Prepare monthly operating reports, cap ex tracking tenant billbacks, variance report, executive summary of the property
- Execute all procurement and co-ordinate government procurement and contracts
- Monthly financial meetings with team and owners to stay within budget or to discuss any changes
- Oversee collection of rent, payment of expenses and compliance with lease terms
- Complete regular inspections of the properties and recommend alterations and/or maintenance of the property and oversee work as necessary
- Competitively bid and oversee operational and tenant improvement contracts and services and manage all onsite tenant improvements and capital expenditure projects
- Supervise the team and include all third party vendors as an extension of the team
- Focus on GSA/government procurement and contract administration
- Partner with marketing and leasing teams to assist in leasing effort, show space and discuss the public process
- Implement and execute the engineering teams work order system
- Coordinated training activities and bi-weekly meetings for staff. Personnel training.

- Developed and maintained positive community relations and partnerships.

LCC Commercial Management, Consultant - Property Management and Operations/ Special Projects, 2014 - Present

- New lease deals and renewal leasing, real property lease and contract negotiation, preparation and execution
- Exercising of options representing Landlord and Tenant.
- Lease administration - annual rent escalation, annual operating expense audits, Abstract leases
- Create "market ready" suites, minimize vacancy turnover
- Property tax and possessory interest filing and tax appeals
- Coordinating retail and office tenant Improvements and space planning.
- Set-up vendor contracts, RFP, bid, qualify and award vendor.
- Review construction bid and contract compliance for cost allocations between Landlord and Tenant.
- Construction management to ensure on time and on budget
- Day to day property management / operations
- CAM audits, Lease audits, Parking audits
- Implement work order systems and engineering teams with standards and procedures
- Contract administration
- Budgeting, bid services and prepare budgets; annual vendor bidding
- Maximizing revenue and minimizing expenses
- Work with utility companies for rebates to benefit clients and their customers

Emerald Plaza Building, Transwestern, San Diego, CA, *General Manager*, 2011- 2014

- Initiated and executed day-to-day operational procedures, which included safety, risk management, efficiency and quality standards.
- Contracted with the engineering, security and janitorial staffs and create a unified team, managed all third-party vendors to maximize performance and minimize expenses.
- Maintenance program for property interior and exterior, as well as building systems.
- Build-outs, renovations, tenant move-ins, and move-outs and vacant space "market ready".
- Managed TI construction, tracked TI costs/bill-backs and maintained construction files.
- Initiated, contract and administered all necessary services to maintain and enhance the value, the operating efficiency, and the physical appearance of the property, including Building Engineer and engineering staff.
- Contracted services, including housekeeping, janitorial, window cleaning, landscape maintenance, security, parking, metal refinishing, etc.
- Conduct building inspections.
- Worked closely with "Common Area Association" to manage common areas and enforce CC&R's.
- Liaison for marketing and leasing assisted with new lease tours and renewals of existing tenants. Assisted in leasing over 200,000-SF in 2013.
- Increased (Kingsley) tenant survey score by 3% annually.
- Implemented the marketing program at the building
- Executed escalations, reconciliations, and rent collections.
- Developed/administered property business plan with capital and operating budgets.
- Managed the property within a parameter of the budgets and the business plan.
- Managed \$15M in capital improvements including: Cooling Tower Replacement, new operating window washing stage, new roofs, energy efficient lighting upgrade, replacement of neon lighting for office exterior and 15 market ready spec suites.
- Maintained a current assessment of property management procedures through the initiation, administration, and reporting of management analysis.
- Initiated and distributed timely reports to owners on financial, marketing and maintenance information.
- Analyzed all capital budget items for "value add" to the asset.
- Coordinated training activities for self and staff. Personnel training.
- Developed and maintained positive community relations and partnerships.

Westfield Horton Plaza, Westfield LLC, San Diego, CA, *General Manager*, 2006 – 2011

- Thorough knowledge of the operations of an 876,000-SF regional shopping center, with more than 120 tenants, 3 budgets, including conformance to budget standards and the day-to-day operations of maintenance, security and housekeeping.
- Responsible for a successful profitable center, with paid parking.

Federico Martinez

Fmartinez17@cox.net / C: 619-597-5293 / National City, CA 91950

Summary

Hardworking Chief Engineer adept at overseeing routine and corrective maintenance, directing repairs and managing new installations with an eye for business needs. Knowledgeable about all parts of the design, construction and implementation processes. Prepared to leverage 17 years of leadership experience to pursue new long-term position. Skilled Chief Engineer with remarkable abilities in planning work, managing teams and solving both routine and complex problems. Well-coordinated and versatile leader with expertise in making tough decisions. Bringing 17 years of Building operations experience.

Experience

Irvine Company Office Properties - Chief Engineer *03/2010 - 05/2020*
San Diego, CA

- Oversaw maintenance and continuous operation of building systems, including mechanical (HVAC), electrical and safety.
- Facilitated continuous improvement initiatives with successful changes affecting all areas of operations.
- Collaborated with builders to confirm construction conformed to drawings and designs.
- Encouraged team collaboration and motivated individual employees through positive reinforcement and technical recognition.
- Implemented procedural updates to correct deficiencies and improve operations.
- Streamlined and automated internal processes to improve overall workflows.
- Oversaw project budgets ranging from \$ 1,000.00 to \$ 3,000,000.
- Analyzed system functions, budgets and objectives in order to determine needed changes.
- Improved cost-efficiency and output of diverse facility equipment through corrective maintenance, repair and calibration.
- Identified facility deficiencies, incorporating repair actions into maintenance procedures schedule.
- Managed capital improvement projects to keep expenses within operational budgets.
- Meticulously kept records of building rounds, engineering logs and

Skills

- Maintenance procedures
- Facility operations
- Codes compliance
- Recruiting
- Training
- Surveying
- HVAC
- Equipment calibration
- Team direction
- Team management
- Project oversight
- Quality assurance controls
- Performance updates
- Equipment knowledge
- Planning and coordination
- Budget coordination
- Project management

Education and Training

01/2020

CAL FIRE STATE FIRE MARSHALL
USA

Fire Pump Test Certificate

04/2008

NORTHWEST ENERGY EFFICIENCY
COUNCIL

Usa

Certified Building Operator Level I

09/2007

Building Owners And Managers
Institute International

Las Vegas, NV

Systems Maintenance Administrator

data sheets.

- Assisted in development of corporate plans, including infrastructure upgrades, equipment replacements and building modifications.
- Oversaw activities of contractors working within building and on job sites.
- Maintained entire infrastructure and compliance documentation including building drawings and federal, state and local permits and environmental reports.

Irvine Company Office Properties - Lead Engineer *03/2003 - 02/2010*
San Diego, CA

- Developed and implemented engineering solutions to variety of project and design issues.
- Checked, improved and corrected life safety systems.
- Surveyed sites, collected measurements and assessed project conditions.
- Directed engineering-related activities at project sites.
- Evaluated energy consumption and devised cost-control plans.
- Organized and scheduled service calls for optimal coverage.
- Created and oversaw preventative maintenance schedule for all systems and equipment.
- Responded to facility emergencies to correct issues quickly and maintain business operations.
- Estimated quantities and costs of all project materials for owner review.
- Maintained entire infrastructure and compliance documentation including building drawings and federal, state and local permits and environmental reports.
- Assisted in development of corporate plans, including infrastructure upgrades, equipment replacements and building modifications.
- Administered hands-on instruction in basic maintenance, safety and troubleshooting procedures.
- Meticulously kept records of building rounds, engineering logs and data sheets.
- Oversaw activities of contractors working within building and on job sites.
- Supervised engineering and maintenance staff of 6 including hiring, training and personal development.
- Managed capital improvement projects to keep expenses within operational budgets.
- Oversaw maintenance and continuous operation of building systems, including mechanical (HVAC), electrical and safety.

02/2006

Building Owners And Managers Institute

San Francisco, CA
Systems Maintenance Technician

03/2001

Johnson Controls

Orlando, FL
HVAC Pneumatic Controls-JCI

07/2000

Johnson Controls

Orlando, FL
HVAC Maintenance

05/1999

Johnson Controls

San Francisco, CA
Metasys Facility Manager

ISRAEL RAMIREZ

184 BROADWAY SPC 12 CHULA VISTA, CA. 91910

619-348-4795 ▪ 1charamuskas@gmail.com ▪

Objective: Building Engineer I

Dedicated mechanically inclined problem solver with a focus in client satisfaction, always looking for new challenges to sharpen my skillset. Fast learner always looking to step into new fields and acquire additional experience. Dedicated to implementing measures to extend the life of equipment and supplies to reduce costs and increase efficiency.

Building Engineer I – Colliers International – San Diego Regional Building Authority - 1255 Imperial Ave. San Diego CA. 92101

01/2020 – Current

- Contributed in the renovation to our ancillary HVAC equipment to SMART Chillers which have since reduced operating costs by 40% also qualifying our building for an Energy Star Incentive rebate.
- Oversee maintenance and service of HVAC and related equipment.
- Contributed to the implementation of a dedicated Work Order System which increased productivity by tracking and reducing completion turnaround times.

Maintenance Tech – Colliers– San Diego Regional Building Authority - 1255 Imperial Ave. San Diego CA. 92101

01/2020 – 09/2021

- Oversee the preventative maintenance and service schedules of mechanical, plumbing, and related equipment.
- Performing minor corrective and preventative service to mechanical, plumbing, and electrical systems.
- Monthly inspections of Fire related equipment.
- Ordering and maintaining inventory of janitorial supply.

Assistant Manager • ABM Parking - Westfield Horton Plaza- 324 Horton Plz. San Diego CA. 92101
02/2017 ▪ 10 /2019

- lead a group of 32 employees encompassing the areas of cashiering, Maintenance, client relations, accounting, and data entry clerks.
- Provided training, scheduling, hiring, termination, promotion, vacation, and Leave of Absences, working with Teamsters Union to record and track employee benefits and raises.
- Applying team building techniques to promote team unity.

I took upon myself to learn the servicing, troubleshooting, and programming of the automated garage access systems and network components onsite, installing additional card access entry points. Performed and oversaw installation of space plumbing and planning, door lock and rekeying, installation of additional garage lighting and CCTV, thus reducing outsourced costs and service delays.

Valet Captain • ABM Parking – Irvine co. Symphony Towers - 750 B St. San Diego CA, 92101
02/2013 ▪ 03/2017

Supervising and training a team of 10 Valets to provide a memorable customer experience by providing superb service and prompt and safe retrieval of their vehicle.

Skills

•Supervisory • Scheduling •Hiring• Maintenance •Reading electrical diagrams and blueprints •Welder in MIG, SMAW• Locksmithing basics.

Education

Cuyamaca College | Automotive
2014 ▪ Certificate of completion | ASE Certification: Brakes, Electrical Systems.

ERIN TRIPLETT

Property Manager



Profile

A highly skilled Property Manager with more than 10 years of experience in client, tenant/vendor relations, lease negotiations, accounts receivable/payable, CAM Reconciliations, financial reporting, and general office functions. Provides outstanding service and successfully works with demanding clients and tenants. Possesses excellent verbal and written communication skills.

Contact

PHONE:
(619)636-9503

EMAIL:
tripleterin87@gmail.com

ADDRESS:
4623 Palm Ave., Apt F, La Mesa, CA 91941

Highlights

- Excellent customer service
- Proficient Microsoft & Outlook
- Avid and Yardi
- Impak
- QuickBooks
- Wells Fargo Business Payroll
- CA RE License Course certificates
- Soft skills

EDUCATION

Allied Schools
2022
CA RE license course certifications

Paramount High School
2004
High School Diploma

WORK EXPERIENCE

Colliers International, SD- Property Manager
October 2021-Present

- Successfully manage all tenant issues
- Relayed lease negotiations between tenants, Brokers, and ownership
- Manage all Tenant Improvements
- Monthly billing, collections, and accounts payable
- Prepare monthly financial reports.
- Maintain all tenant and vendor accounts.
- Project Management
- CAM Reconciliations
- Annual Budget preparation
- Work closely with ownership
- Manage all aspects of a seven-building flux office/industrial Business Park.

Colliers International, SD- Assistant Property Manager
September 2017-October 2021

- Successfully manage all tenant issues
- Manage all Tenant Improvements
- Monthly billing, collections, and accounts payable
- Prepare monthly financial reports.
- Maintain all tenant and vendor accounts.
- Aid owner/PM to manage seven flux office/industrial buildings.

Sorrento Commercial Properties, Inc., SD- Property Manager
December 2016-September 2017

- Successfully manage all tenant issues.
- Handle all functions within the office.
- Relayed lease negotiations between tenants, Brokers, and ownership.
- Manage maintenance crew as necessary.
- Bi-weekly payroll, monthly billing, collections, and accounts payable
- Prepare various monthly financial reports.
- Manage all vendor accounts.
- Assist property's CPA with Annual Budget and CAM Reconciliation
- Supervise 10 buildings (Business Park and Distribution Center).

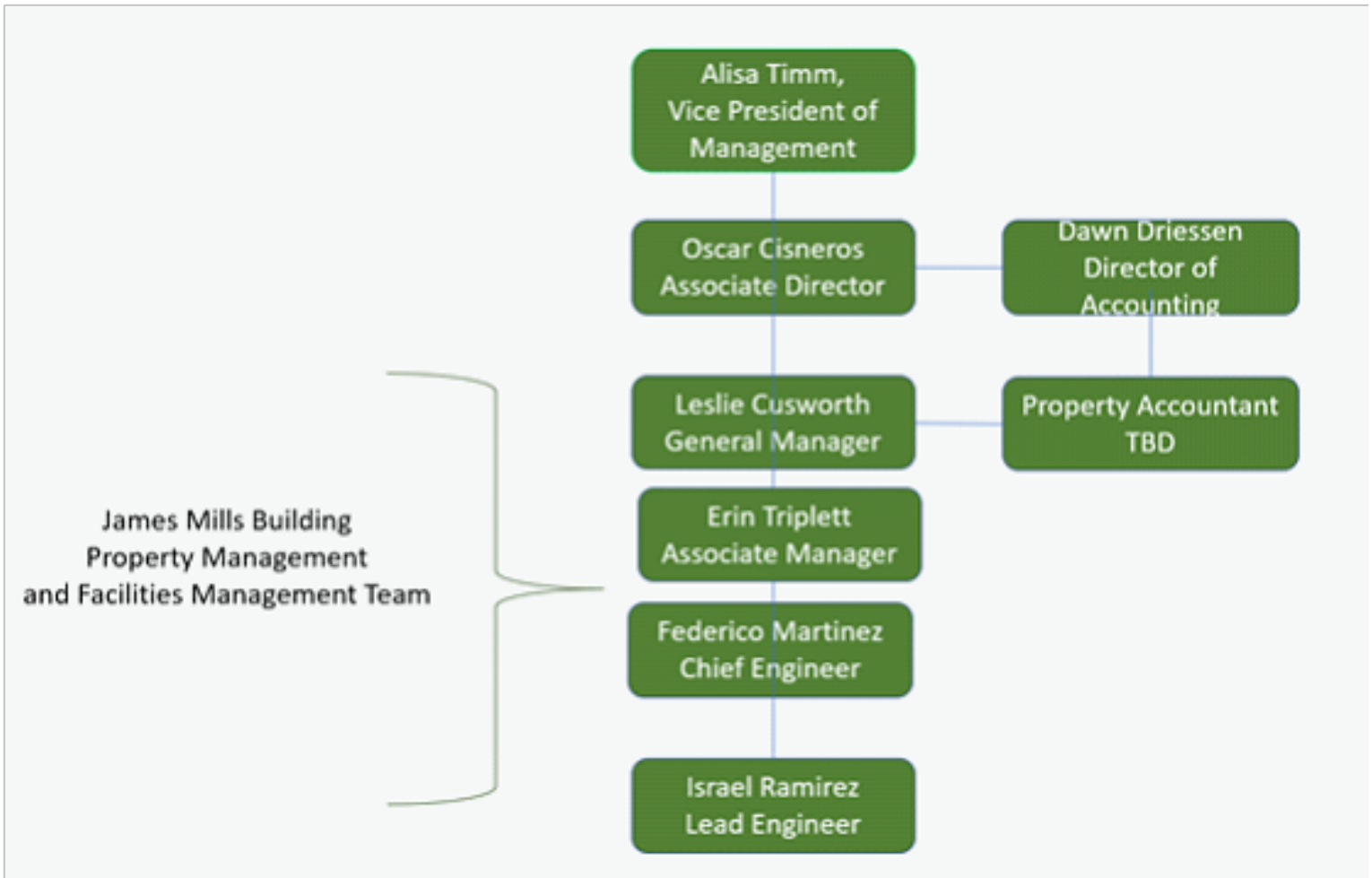
Sorrento Commercial Properties, Inc., SD- Assistant Property Manager
September 2014-December 2016

- Responsible for bi-weekly payroll management, billing, collections, and accounts payable
- Assist with month-end/year-end closing and review the general ledger accounts.
- Administrative functions: answer phones, emails, tenant support.
- Assist Property Manager with a variety of tasks, property memos, petty cash.
- Dispatch maintenance staff

Appendix C – ORGANIZATION CHART

Response to Section 3.3.2 Proposed Staffing, Organization and Management Plan

D. Include an organizational chart, which clearly depicts communication/ reporting relationships among the proposed staff, the subcontractors, and their assigned tasks in relation to SDRBA' requirements



Appendix D – Process to attract qualified personnel

Response to Section 3.3.2 Proposed Staffing, Organization and Management Plan

F: Describe the process to be used to attract qualified personnel and office staff (to be submitted with the proposal as Appendix D). Describe the firm's participation in their staffs continued education and training. Also describe the firm's drug and alcohol testing procedures and policy.

Our approach to attracting qualified personnel and office staff is a comprehensive and strategic process aimed at identifying, recruiting, and retaining top talent to meet the demands of the San Diego Regional Building Authority (SDRBA) projects effectively. The key components of our process include:

Recruitment Strategy: We start by developing a tailored recruitment strategy for each SDRBA project. This strategy includes an analysis of the specific staffing needs, skill sets required, and projected timelines.

Job Posting and Promotion: We utilize a variety of platforms to post job openings, including online job boards, industry-specific websites, and our company website. Simultaneously, we actively promote opportunities through professional networks, associations, and referrals.

Candidate Screening: All applications and resumes undergo a rigorous screening process to ensure they meet the minimum qualifications and align with the specific project requirements. We prioritize candidates with relevant experience in construction, real estate, and building management.

Interview and Assessment: Shortlisted candidates undergo a thorough interview process, including panel interviews and skill assessments where applicable. This allows us to evaluate not only their technical competencies but also their compatibility with the project team and organizational culture. Additionally, once vetted we require psychometric evaluations to determine work styles and role compatibility.

Competitive Compensation: We offer competitive compensation packages, including salary, benefits, and performance-based incentives, to attract and retain top talent.

Professional Development: We emphasize ongoing professional development and training for our staff, enabling them to stay updated with industry best practices and relevant regulations. We partner with industry associations and educational institutions to facilitate continuous learning opportunities.

Employee Referral Program: Our existing employees are encouraged to refer qualified candidates, fostering a sense of camaraderie and shared responsibility for team growth.

Diversity and Inclusion: We maintain a commitment to diversity and inclusion in our hiring process, ensuring equal opportunities for all candidates regardless of gender, race, or background.

Drug and Alcohol Testing Compliance: As part of our commitment to safety, all prospective employees are subject to pre-employment drug screening, in compliance with federal and state regulations.

Retention Strategies: Once onboarded, we implement retention strategies, such as mentorship programs, career advancement opportunities, and regular performance reviews, to ensure our team members remain engaged and motivated.

By following this structured and adaptable process, we can consistently attract and retain highly qualified personnel and office staff to support SDRBA projects efficiently and effectively. We continuously evaluate and refine our approach to align with industry trends and project-specific needs.

In summary, our management and personnel strategy for the Mills Building project is designed to meet and exceed the SDRBA's expectations. Our proposed team is comprised of experienced professionals dedicated to delivering exceptional property management, facility maintenance, and security services. We will provide the requested organizational chart and additional appendices to illustrate our commitment to transparency and effective communication.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 CN101735652-,-GAWXC-23-24	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No, Ext): 866-966-4664 E-MAIL ADDRESS: Minneapolis.CertRequest@marsh.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Ryan Companies US, Inc. 533 S. 3rd Street, Suite 100 Minneapolis, MN 55415	INSURER A : Zurich American Insurance Company	16535
	INSURER B : American Zurich Insurance Company	40142
	INSURER C :	
	INSURER D : N/A	N/A
	INSURER E : N/A	N/A
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CHI-010509336-00 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	GLO 1386947-00 ('Construction') GLO 0939496-00 ('Property Management')	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAP 1386945-00	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC 1386948-00 (AOS) WC 0939493-00 (WI,AZ,CA,FL,IA,IL,MN)	03/31/2023	03/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Evidence of Coverage

CERTIFICATE HOLDER County of San Diego San Diego Metropolitan Transit System 1255 Imperial Avenue Suite #1000 San Diego, CA 92101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC <i>Marsh USA LLC</i>
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Appendix F – Contract Exceptions/Deviations

3.3.5 Proposer shall state any exceptions to or recommended deviations from the requirements of this RFP, segregating “technical” exceptions from “contractual” exceptions, and including RFP sections and page numbers. Where Proposer wishes to submit alternative approaches to meeting SDRBA’ technical or contractual requirements, these should be thoroughly explained.

Ryan Companies acknowledges the importance of continuity and recognizes the value of existing on-site staff who have contributed to the smooth operation of the James Mills building. In the event that the agency desires to retain the current staff members, we are fully prepared to accommodate this preference.

Our approach to staff retention is flexible and accommodating, aiming to seamlessly integrate existing personnel into our property management team. We will work closely with the agency to ensure a smooth transition, emphasizing open communication and collaboration throughout the process.

Ryan Companies is committed to facilitating a transition that prioritizes the agency's needs and preferences, including the potential retention of valued staff members. We are dedicated to delivering a tailored and responsive property management solution that aligns with the agency's vision and objectives.

PROPERTY MANAGEMENT AGREEMENT

THIS PROPERTY MANAGEMENT AGREEMENT, is made and entered into as of the ____ day of June, 2023 by and between San Diego Regional Building Authority, a joint exercise of powers agency, comprised of the San Diego Metropolitan Transit System (MTS) and the County of San Diego, having an address of 1255 Imperial Avenue, Suite 1000, San Diego, California 92101 (the "JPA") and Ryan Companies US, Inc. , whose address is 4275 Executive Square, Suite 370 La Jolla, CA 92037 ("Property Manager").

RECITALS

- A. The JPA is the owner and ground lessee of certain real property improvements located in the City of San Diego, California, located at 1255 Imperial Avenue. The underlying real property is owned by MTS (the "Property").
- B. The improvements consist of a ten-story office building, a parking structure and a clock tower (the "Improvements"). The County of San Diego leases floors 2 through 7, and subleases floors 8, 9 and 10 to MTS. MTS leases the first floor to private retail tenants.
- C. The JPA desires to engage the services of an independent management company to manage, operate, maintain, repair and lease the Property and the Improvements for and on behalf of the JPA, all in accordance with the terms and provisions hereof.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, the JPA and Property Manager agree as follows:

ARTICLE I

DEFINITIONS

All terms used in this Agreement which are not defined in this Article I shall have the meanings set forth elsewhere in this Agreement. As used in this Agreement, the following terms shall have the following meanings (such meanings to be applicable to both the singular and plural form of the terms defined):

- 1.1 "Applicable Law" shall mean all building codes, zoning ordinances, laws, orders, writs, ordinances, rules and regulations of any federal, state, county or city, or of any division, agency, bureau, court, commission or department thereof, or of any public officer or official, having jurisdiction over or with respect to the Property and the Improvements.
- 1.2 "Budget" shall mean a statement setting forth the estimated receipts and expenditures (capital, operating and other) for the Property and the Improvements for the period covered by such statement.
- 1.3 "Emergency" shall mean an event requiring action to be taken prior to the time that approval could reasonably be obtained from the JPA (a) in order to comply with Applicable Law, any Insurance Requirement or this Agreement, or to preserve the Property and the Improvements (or any part thereof), or (b) for the safety of any tenants, occupants, customers or invitees thereof, or (c) to avoid the suspension of any services necessary to

- the tenants, occupants, licensees or invitees thereof.
- 1.4 "Fiscal Year" shall be from July 1 through June 30.
 - 1.5 "Insurance Requirements" shall mean the requirements of any insurance policies from time to time in effect in respect of the Property and the Improvements, or of any insurance carriers or boards of fire underwriters or similar insurance rating organizations having jurisdiction in respect of the Property and the Improvements.
 - 1.6 "Person" shall mean any corporation, partnership, joint venture, individual, business trust, real estate investment trust, banking association, federal or state savings and loan institution, or any other legal entity, whether or not a party hereto.
 - 1.7 "Reimbursable Expenses" shall mean the sum of (a) any expenses which the JPA is expressly obligated to reimburse to Property Manager under this Agreement (b) any expenses which Property Manager incurs at the express direction of the JPA and (c) all expenses incurred by Property Manager in the performance of its duties under this Agreement and authorized by any Budget, including, without limitation, office rent, utility expenses, supplies, materials, legal fees and disbursements, salaries and benefits payable to employees of Property Manager (such as the building engineer, security and maintenance personnel), and the cost of contract services and independent contractors, but excluding (i) all office, accounting, management and administrative expenses applicable to Property Manager's home office overhead and its normal operating expenses, (ii) expenses incurred by Property Manager and attributable to the default of Property Manager hereunder.
 - 1.8 "Rents" shall mean all gross rents, utility payments, tax payments, insurance payments, maintenance charges and other payments payable under Space Leases, and any other income of the Property and Improvements, excluding security deposits.
 - 1.9 "Service Contracts" shall mean all service, maintenance and other contracts respecting maintenance or operation of the Property and Improvements.
 - 1.10 "Space Leases" shall mean all leases, subleases, tenancies, and other occupancy agreements between the JPA and another party, whether or not of record, for the use, enjoyment or occupancy of any portion of the Property and Improvements by tenants.
 - 1.11 "Space Lessees" shall mean all tenants, lessees, and other occupants of portions of the Property and Improvements under Space Leases.
 - 1.12 "Term" shall mean the duration of this Agreement as set forth in Section 2.2 hereof.
 - 1.13 "Underlying Documents" shall mean all ground leases, mortgages, deeds to secure debt, assignments of leases and rents, easements and construction and/or operating agreements affecting the Property and Improvements or any portion thereof, and any amendments, modifications, or renewals of any of the foregoing.

ARTICLE II

EMPLOYMENT OF MANAGER; TERM

- 2.1 Employment. The JPA hereby appoints Property Manager as an independent contractor, and Property Manager hereby accepts such appointment as an independent contractor, with exclusive responsibility to operate, maintain, manage, and repair the Property and Improvements, and Property Manager agrees, in consideration of the compensation specified in Article IV, to perform his or her obligations hereunder with due diligence, in an efficient and proper manner and in accordance with the terms and conditions herein set forth. Property Manager shall be an independent contractor, and this Agreement shall not create any employment relationship, either express or implied between Property Manager (or any Person employed by Property Manager) and the JPA.
- 2.2 Term. The services of Property Manager hereunder shall commence July 1, 2024. Unless sooner terminated pursuant to Article V hereof, this Agreement shall continue in full force and effect for a period of ten (10) years thereafter with two (2) 3-year options. The JPA shall determine at least one hundred eighty (180) days in advance of the termination date whether it intends exercise an option under the Agreement.

ARTICLE III

DUTIES OF PARTIES

- 3.1 Duties. During the Term, Property Manager shall operate, maintain, manage, and repair the Property and Improvements in a first class, high quality manner in keeping with the standards maintained by other first class, high quality properties of similar kind and location, all of which shall be done with due diligence and in good faith. Without limiting the generality of the foregoing, and subject to all of the other terms and provisions of this Agreement, Property Manager as an independent contractor from JPA, shall perform the following functions during the Term:
- a. Prepare the Budget. On or before June 1 of each year of this Agreement, prepare an annual budget for the Property and the Improvements on behalf of the JPA. All aspects of the anticipated expenses to be incurred in the operation, ownership and management of the Property and Improvements, including capital expenditures and heavy maintenance deemed necessary by Property Manager, shall be set forth in the Budget. Except as otherwise provided in this Agreement, Property Manager shall incur no expenses in connection with the Property and Improvements that are not provided for in the Budget, unless such expenditures are approved by the JPA in writing. In the event the JPA fails to approve a submitted Budget prior to the beginning of the next Fiscal Year, Property Manager shall operate the Property and Improvements under the last Budget on an item-by-item basis until such Budget is approved by the JPA. The JPA may revise the budget at anytime. Property Manager shall implement the Budget. The expenses which Property Manager is authorized to incur and pay on behalf of the JPA hereunder (hereinafter called the "Property Expenses") shall in all respects be limited to those expenses set forth in the Budget for the Fiscal Year during which such expenses are paid; provided, however, that the Property Manager shall be authorized to incur and pay for all expenses specifically approved by the JPA, regardless of whether or not such expenses are within the limitations set by the Budget. If an Emergency occurs

necessitating repairs, the cost of which would have the effect of exceeding the Budget, and Property Manager is unable to communicate promptly with the JPA, then Property Manager may order and contract for such Emergency repairs, with the cost thereof being included as a Reimbursable Expense for the purpose of this Agreement, and Property Manager shall promptly thereafter notify the JPA of any such expenses and the nature of the Emergency. The JPA shall thereafter notify the Property Manager in writing whether it agrees or disagrees that such expenses were incurred in response to an Emergency. Any dispute concerning whether expenses were incurred in response to an Emergency shall be resolved pursuant to the disputes provision set forth below.

- b. Inquiries and Complaints. Property Manager shall receive, consider and handle complaints related to the operation and repair of the Property and Improvements.
- c. Insurance. Before commencement of work under this Agreement, Property Manager shall submit insurance policies or certificates of insurance evidencing that Property Manager has obtained from generally recognized insurers, insurance in the following forms of coverage and minimum amounts specified:
 - i) Workers' Compensation and Employers' Liability Insurance in compliance with the applicable statutory requirements. Property Manager waives any rights of subrogation against JPA, the County, and MTS, and the policy form must permit and accept such waiver.
 - ii) Commercial General Liability insurance utilizing Insurance Services Office (ISO) coverage form CG0001, edition date 10/01 or later, or an equivalent form and with insurance companies acceptable to JPA in an amount not less than \$2,000,000. The coverage shall contain no restricting or exclusionary endorsements with respect to the performing of services described in the scope of work.
 - iii) Automobile Liability Insurance for bodily injury and property damage including coverage for all owned, nonowned, and hired vehicles in an amount no less than \$1,000,000.
 - iv) A comprehensive Dishonesty, Destruction and Disappearance (3-D) Policy of: 1) \$40,000 Fidelity (Commercial Blanket) 2) \$20,000 Money and Securities on Premises 3) \$20,000 Money and Securities off Premises

All policies required shall be issued by companies who hold a current policyholder's alphabetic and financial-size category rating of not less than AV, in accordance with Best's Insurance Report. All policies required shall be issued by companies who are licensed or approved to do business in the State of California and hold a current policyholder's alphabetic and financial-size category rating of not less than A-VI, in accordance with A.M. Best. Property Manager agrees that all general liability coverages required under this insurance section are PRIMARY and that any insurance of JPA, MTS, or the County shall be excess and noncontributory (endorsement required).

The policies (except Workers' Compensation) shall name San Diego Regional Building Authority, Metropolitan Transit System and the County of San Diego as

additional insured. Each policy of insurance shall contain the following clause:

"It is agreed that this policy shall not be cancelled nor the coverage reduced until thirty (30) days after the San Diego Regional Building Authority shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the San Diego Regional Building Authority, as evidenced by properly validated return receipt." Property Manager shall maintain such insurance in effect throughout the term of this Agreement.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Property Manager, and any approval of said insurance by JPA are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Property Manager pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

- d. Hold Harmless. Property Manager shall indemnify and hold the JPA, the County of San Diego and MTS harmless against any damages or liability, including reasonable attorney's fees, resulting from Property Manager's negligence or willful misconduct, or from Property Manager's failure to carry insurance as required by paragraph 3.1.d, except to the extent such damages or liabilities are actually paid by the proceeds of insurance. The provisions of this paragraph 3.1.e shall survive the expiration or earlier termination of this Agreement.
- e. Contract Services. Property Manager shall maintain contracts for electricity, gas, fuel, water and telephone, if such contracts are available, and for maintenance service, security service, rubbish hauling, exterminator, elevator and any other services and utilities as Property Manager shall deem advisable. Property Manager shall be responsible for administering all such contract services subject to the limitations set forth in this Agreement. Property Manager may, at its option, cause services such as maintenance, guard service, building engineering and similar services to be provided by employees of Property Manager subject to prior approval of the JPA.
- f. Food Services. Property Manager shall manage and supervise the provision of all food and beverage services including but not limited to food and beverage vending machines, throughout the Building and Improvements. Property Manager shall meet periodically with each designated tenant representative to coordinate those services.
- g. Repairs/Tenant Improvement Projects. Property Manager shall arrange for and supervise all routine repair and maintenance of the Property and Improvements. Subject to the Budget, Property Manager shall make or install or cause to be made or installed all alterations, repairs, decorations, replacements, equipment and installations necessary to maintain the Property and Improvements in a clean, safe and orderly condition or as required by the Underlying Documents, Applicable Law or Insurance Requirements, or as directed to be made or installed by the JPA; provided, however, that no such alterations, repairs, decorations, replacements, equipment or installations shall, except in the event of an Emergency, be made by Property Manager without the JPA's prior written approval, unless the amount is specifically included in the Budget. Property Manager shall also purchase all materials and supplies necessary in connection with the operation, maintenance

and repair of the Property and Improvements. Property Manager shall administer all lease clauses governing alterations by tenants including review and approval of plans and obtaining "as built" drawings for the owner's files at the completion of alterations.

- i. Upon written request of the applicable Space Lease tenant, and written consent of the non-requesting tenant, Property Manager may contract for or supervise the construction of tenant improvements or alterations made pursuant to Space Leases. Any request made pursuant to this section shall include a statement by the requesting Space Lease tenant agreeing to submit payment to the JPA within 15 days of invoicing. Prior to commencing any work according to this provision, Property Manager shall confirm to County and MTS that sufficient Operating Funds exist to accommodate any cash flow needs for Mills Building operations and other projects. In the event Property Manager determines cash flow may be impacted by the requested special project, prior to commencing any work, the requesting Space Lease tenant shall deposit sufficient funds with the JPA to resolve any cash flow concerns. Any tenant improvement work supervised and contracted for by Property Manager pursuant to this Section shall be subject to the following additional requirements:
 - a. For all work performed by an independent contractor pursuant to Section 3.1(j) of the Property Management Agreement, Property Manager shall obtain a minimum of three bids for the work.
 - b. Property Manager shall provide for the payment of prevailing wages, indemnification and insurance for all work performed as part of tenant improvement projects. The terms and conditions for any contract under this provision shall be reviewed and approved by counsel for the requesting party (MTS or County).
 - c. Property Manager shall be compensated pursuant to Section 4.1(c.) of the Property Management Agreement for the work described above.
 - d. Because these projects are for the benefit of each individual Space Tenant, the requesting tenant shall pay all costs associated with tenant improvement projects authorized by this provision as follows:
 - i. Property Manager is authorized to any all expenses related to requested tenant improvement projects from the Mills Building Operating Account pursuant to Section 3.1(a) of the Property Management Agreement;
 - ii. Property Manager, on behalf of the JPA, shall invoice the applicable tenant directly for such expenses, including a copy of the invoice paid and the check copy;
 - iii. The applicable tenant shall submit payment for such expenses within fifteen (15) days of invoicing, payable to the "James R. Mills Building".

- h. Independent Contractors. On an incidental basis and as necessary to discharge its duties under this Agreement, Property Manager may retain, supervise and terminate on behalf of the JPA independent contractors to provide for the maintenance, repair and operation of the Property and Improvements.
- i. Project Insurance. The JPA shall procure and maintain, or cause to be procured and maintained, throughout the term of this agreement, at the JPA's expense, insurance of such kinds and amounts as the JPA shall from time to time be required to carry pursuant to the provisions of the Underlying Documents, Space Leases, Insurance Requirements and Applicable Law, and in addition thereto, such other kinds and amounts of insurance as the JPA shall from time to time desire. All policies of liability insurance shall name Property Manager as an additional insured there under.
- j. Management of MTS Subleases. Property Manager shall be responsible for the day to day management of the MTS Subleases (with the exclusion of the San Diego Trolley, Inc. sublease) and tenants on the first floor of the Building. Duties and responsibilities shall include, but are not limited to, responding to tenant questions, collecting rent, renewing leases (with prior approval from MTS), exercising option years (with prior approval of MTS), perform repairs and maintenance as needed, enforcing all provisions of the subleases, and any other duty or task as directed by MTS.
- k. Enforcement of Contracts. Property Manager shall enforce all material provisions of the Service Contracts, unless written approval of the JPA to the contrary is obtained by Property Manager. Property Manager shall not institute any legal actions or proceedings without the prior written consent of the JPA. Any legal counsel to be engaged in connection therewith shall be designated or approved by the JPA. The expense of any such legal action shall be a Reimbursable Expense.
- l. Books, Records and Periodic Reports. Property Manager shall maintain and establish an accrual basis accounting system that duly accounts for all transactions relating to the discharge of its duties under this Agreement. Property Manager shall also provide the JPA, for the preceding accounting month, on or before the twentieth day of the current accounting month, financial and management reports.
- m. Audit and Inspection of Records. At any time upon reasonable notice during normal business hours and as often as the JPA may deem necessary, Property Manager shall make available to the JPA all of Property Manager's data and records with respect to all matters covered by this Agreement and Property Manager will permit the JPA, at the JPA's expense, to audit, examine and make excerpts or transcripts from such data and payrolls, records of personnel and other data relating to all matters covered by this agreement. Property Manager shall maintain such data and records in an accessible location and condition for a period of not less than four (4) years following the period to which such records relate, unless the JPA agrees in writing to an earlier disposition.
- n. Changes. The JPA and Property Manager may from time to time agree to changes in the scope of the services of Property Manager to be performed hereunder. Such changes, including any increase or decrease in the amount of Property Manager's compensation which are mutually agreed upon by and between the JPA and

Property Manager, shall be effective when incorporated in written amendments to this Agreement.

- o. Equal Opportunity. Property Manager will not discriminate against any employee, or against any applicant for such employment, tenant, or applicant for tenancy, because of age, race, color, religion, disability, ancestry, sex, national origin or other legally protected class. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and tenancy.
- p. Bank Account. Property Manager will maintain a trust account into which the JPA will deposit on a monthly basis funds sufficient to pay all expenses shown in the Budget which are to be paid directly by Property Manager hereunder, including the management fee specified in paragraph 4.1. In addition, Property Manager shall deposit into such trust account all sums received by Property Manager for the JPA's account, to be held in trust for the payment of budgeted expenses and other expenses which Property Manager is permitted to pay hereunder. Property Manager shall be an authorized signatory on such account, provided that any check over \$5,000.00 shall require prior budgetary approval or co-signature by the JPA. Property Manager will reconcile the bank account on a monthly basis and forward such reconciliations and all supporting documentation to the JPA. Monies held by Property Manager for the JPA's account shall in no event be commingled with Property Manager's own funds or with funds held by Property Manager for the account of other persons.
- q. Collection of Rents. Property Manager shall be responsible for the routine collection and distribution as provided by the Underlying Documents from the County, MTS and SDRBA for the Mills Building and parking structure. Additionally, it shall be Property Manager's duty to collect and distribute all rents due MTS under its subleases (other than its sublease with San Diego Trolley, Inc.) and to confirm the receipt of rents by inquiry to the MTS's designated representative on or before the 10th day of each month. Property Manager shall assert a diligent effort to collect unpaid rents and shall supervise all collection efforts as to rents which are not paid on a timely basis. Notwithstanding anything to the contrary contained herein, rent distribution checks shall not require co-signature by the JPA as provided in Section 3.1(q.) of the Property Management Agreement.
- r. Collection of Parking Revenues. All parking revenues shall be deposited daily into the trust account maintained by the Property Manager and accounted for in the monthly Budget reports.
- s. Compliance with Law. Property Manager shall not do anything to the Property and Improvements which will in any way conflict with any law, ordinance, rule or regulation which now exists or may hereafter be enacted by any public authority.
- t. Possessory Taxes. It is not anticipated that the rights of Property Manager under this Agreement will create a possessory interest subject to property taxation. However, in the event it is finally determined that possessory interest tax is due, by virtue of Property Manager's rights under this Agreement, Property Manager shall be responsible for its full payment, subject to reimbursement by the JPA as a

Reimbursable Expense. In this connection, the parties understand and agree that Property Manager shall not have any possession of or claim to or right to the possession of the Property and Improvements, and that Property Manager's rights are not independent or exclusive of the rights of the JPA; that Property Manager's rights are contractual only and no property rights are conferred hereby; and that Property Manager's interest is to operate the Property and Improvements for a monetary consideration for the benefit of the JPA and for the general public at large.

- u. Obstructions. Property Manager shall not obstruct the sidewalk in front of, within, or adjacent to the Property and Improvements, except as necessary in the performance of its duties under this contract. Property Manager may only store property and supplies in the facilities that are necessary for its operation.
 - v. Inspections. Property Manager will permit the JPA, its authorized agents or employees, to enter into and upon the Property and Improvements at all reasonable times for the purpose of inspecting the same.
- 3.2 Authority Withheld. The JPA expressly withholds from Property Manager any power or authority to make any structural changes in the Property and Improvements or to make any other major alterations or additions in or to the Property or Improvements, or to incur any expense chargeable to the JPA other than expenses related to exercising the powers vested in Property Manager pursuant to this Agreement except in the event of an Emergency and then only in accordance with the procedures hereinabove specified. Any authority or power not heretofore expressly granted to Property Manager is reserved by the JPA.
- 3.3 No Other Duties. Property Manager shall have no duties other than those expressly set forth above. Notwithstanding the foregoing, Property Manager shall have the duty to lease the retail space on the ground floor.
- 3.4 Exclusion re MTS Premises. Notwithstanding any other provision of this Agreement, Property Manager shall have no duty to manage, prepare and administer budgets with respect to, insure or otherwise supervise the operation, maintenance and repair of those portions of the Property and Improvements to be occupied under sublease by MTS for purposes of operating a trolley and bus transfer station and trolley operations, it being the intention of the parties that Property Manager's duties hereunder shall relate only to those portions of the Property and Improvements used for general office and retail purposes, parking, and common plaza areas. as shown in ATT 5 Property Overview

ARTICLE IV

COMPENSATION OF MANAGER

- 4.1 Compensation. Property Manager shall be entitled to the following:
- a. Reimbursement of all Reimbursable Expenses paid by Property Manager from Property Manager's own funds, payable monthly in arrears on the first day of each month.
 - b. A management fee equal per month as outlined in Exhibit B, Cost Form, payable in advance on the first

day of each month.

- c. The JPA shall cause Property Manager to lease an office at market rent in the Improvements from MTS for Property Manager's use in connection with, the performance of its duties under this Agreement. All rent, additional rent and operating expenses paid under the terms of said lease shall be reimbursable expenses in accordance with paragraph 1.7.
- 4.2 No Other Fees or Compensation. The compensation set forth in Section 4.1 above shall be the only compensation to which Property Manager shall be entitled for the services rendered on behalf of the JPA pursuant to this Agreement, and no other or additional fees, compensation or commissions shall be payable to Property Manager in connection with or on account of such services, unless specifically agreed to in writing by the JPA. Property Manager shall not be entitled to a commission, fee or other compensation pursuant to this Agreement as a result of any (a) sale, financing, or refinancing of the Property and Improvements (b) ground lease thereof, (c) sale-leaseback thereof, or (d) any other transaction which, although in the form of a lease is essentially a financing or conveyancing transaction, unless specifically agreed to in writing by the JPA.

ARTICLE V

TERMINATION

- 5.1 Automatic Termination. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of any occurrence of any of the following events (except as to rights and obligations which shall have theretofore accrued):
- a. Expiration of the Term in accordance with Section 2.2 hereof;
 - b. The bankruptcy, insolvency, dissolution or liquidation of Property Manager or inability to continue to serve as Property Manager; or
 - c. The failure of Property Manager to maintain its existence.
- 5.2 Termination by the JPA for Default. The JPA shall have the right to terminate this Agreement (except as to rights and obligations which shall have then accrued) at any time without notice upon the default of Property Manager under the terms of this Agreement where such default remains uncured for a period of thirty (30) days.
- 5.3 Termination by the JPA Without Default. The JPA shall have the right to terminate this Agreement for any reason upon one hundred eighty (180) days advance written notice to the Property Manager.
- 5.4 Termination Upon Destruction or Condemnation. This Agreement shall terminate upon the date of any substantial damage or destruction of the Property or Improvements which, in the JPA's reasonable opinion, materially affects the operation of the Property or Improvements. This Agreement shall terminate upon the date of any conveyance to or taking by any authorized entity under the threat by eminent domain of the Property and Improvements or any substantial portion thereof which, in the JPA's reasonable opinion, materially affects the operation of the Property or Improvements. Upon termination in accordance with this section, neither party shall have any further obligation or liability to

the other party except for Property Manager's obligations under Section 5.5 hereof, the JPA's obligations under Section 5.6 and except as is stated in Section 3.1.e.

- 5.5 Property Manager's Duties Upon Termination. At the expiration or earlier termination of this Agreement, Property Manager shall deliver to the JPA or to any Person designated by the JPA:
- a. Cash in the amount equal to all amounts then due the JPA hereunder, including any security deposits of Space Lessees in the Property, to the extent such moneys are held by Property Manager.
 - b. All architectural, mechanical and electrical plans and specifications regarding the Improvements to the extent held in the possession of Property Manager as well as all sets of keys and all books and records in the possession of Property Manager pertaining to the Property and Improvements;
 - c. All licenses and permits issued by the appropriate governmental authorities and utilities relative to the Property if held by Property Manager; and
 - d. Any other documents, agreements, materials, or reports related to the operation and management of the Property and Improvements.
- 5.6 The JPA's Duties Upon Termination. At the expiration or earlier termination of this Agreement, the JPA shall deliver to Property Manager or to any person designated by Property Manager cash in the amount equal to all amounts then due to Property Manager hereunder.

ARTICLE VI

ASSIGNMENT

- 6.1 Assignment by Property Manager. Property Manager shall not assign this Agreement or any of Property Manager's rights hereunder, nor shall this Agreement or any of Property Manager's rights or obligations hereunder be transferable on Property Manager's part, by operation of law or otherwise, without the JPA's prior written consent.
- 6.2 Assignment by the JPA. Subject to the terms and conditions of the Underlying Documents, the JPA may sell or transfer its interest in the Property and Improvements and in connection therewith, may assign its rights and obligations under this Agreement to such purchaser or transferee, and shall be released from any liability or responsibility under this Agreement from and after the date of such assignment. In addition, the JPA has collaterally assigned its interest in this Agreement to State Street Bank and Trust Company of California, N.A. and Swiss Bank Corporation pursuant to a Trust Indenture dated as of November 1, 1987 as security for the issuance of bonds by the JPA, the proceeds of which were used to finance the construction of the Improvements.

ARTICLE VII

NO INTEREST IN REAL PROPERTY; NO PARTNERSHIP PROPERTY OF OWNER

- 7.1 Not Real Property. This Agreement shall not be deemed at any time to be an interest in

real estate or a lien of any nature or kind against the Property and Improvements or the JPA's interest therein. The rights of Property Manager created hereby shall at all times be subject and subordinate to the Underlying Documents and any and all deeds to secure debt, deeds of trust, mortgages and the like, now or hereafter encumbering all or any portion of the Property and Improvements, and to all extensions thereof. This clause shall be self-operative, and no further instrument of subordination shall be required from Property Manager. If requested by any mortgagee or by the JPA, Property Manager shall execute promptly any document that the JPA, or any mortgagee, may request to effect such subordination.

- 7.2 No Partnership. Property Manager's relationship to the JPA is strictly and solely that of any independent contractor for the JPA. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between the JPA and Property Manager or between the JPA and any other Person and nothing contained herein shall be deemed or construed to obligate the JPA for or on account of any debts or obligations of Property Manager other than debts or obligations incurred by Property Manager for the benefit of the JPA in accordance with the provisions of this Agreement. Except for personal property owned by Property Manager and located in Property Manager's office in the Improvements, all property located, at or upon the Property and Improvements, whether real, personal or mixed, including all leases, contracts and funds, is, shall be and will remain the property of the JPA. The JPA shall at all times have the right to enter upon the Property and Improvements to inspect same. Upon any termination of this Agreement, Property Manager shall promptly deliver to the JPA possession of the Property and Improvements, together with all books, records, funds, accounts and other property of the JPA in Property Manager's possession as a result of this Agreement.

ARTICLE VIII

MISCELLANEOUS

- 8.1 Notices. All notices, demands, consents, reports or other communications given or required under this Agreement shall be in writing, shall be given to the JPA or Property Manager at the address first set forth above or at such other address as such parties may hereafter specify in writing. Such notice or other communication shall be delivered by messenger or mailed by United States registered or certified mail, return receipt requested, postage prepaid, deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the United States Postal Service. If hand-delivered, notice shall be effective on delivery; if mailed, notice shall be deemed to have been received by the addressee on the third day after the date of such mailing.
- 8.2 No Waiver. No failure by the JPA to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy in the event of a breach hereunder, and no acceptance of any funds from Property Manager during the continuance of any breach, shall constitute a waiver of any such breach or of any such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement to be performed or complied with by Property Manager, nor any breach thereof, shall be waived, altered or modified except by a written instrument executed by the JPA. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach thereof.

- 8.3 Partial Invalidity. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, and this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.4 Entire Agreement. This Agreement contains all of the understandings and agreements of whatsoever kind and nature existing between the parties hereto with respect to the subject matter of this Agreement.
- 8.5 References in this Agreement. Numbered or lettered articles, sections and paragraphs herein contained refer to articles, sections and paragraphs of this Agreement unless otherwise expressly stated. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of this Agreement.
- 8.6 Counterparts. This Agreement may be executed in a number of counterparts each of which shall be deemed an original and all of which shall constitute one and the same Agreement.
- 8.7 Amendments. This Agreement may not be amended, altered or modified except by a written instrument signed by Property Manager and the JPA.
- 8.8 Applicable Law. This Agreement shall be interpreted, construed under, and governed by the laws of the State of California.
- 8.9 Successors and Assigns. Subject to the limitations concerning assignment in Article VI herein, this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives and successors and assigns.
- 8.10 Time of the Essence. Time is of the essence of this Agreement.
- 8.11 Dispute Resolution. JPA and the Property Manager agree that every effort shall be made to resolve any dispute arising under this agreement informally through their designated representatives. If the informal efforts are unsuccessful, then either party may request mediation by submitting a written request signed by an officer with the authority to bind the Property Manager or JPA. Within five (5) business days of the request of any party, the parties shall mutually agree on the person or alternative dispute resolution agency to conduct the mediation. If the parties are unable to agree on the person or alternative dispute resolution agency to conduct the mediation, the initiating party may arrange for the office of the American Arbitration Association in downtown San Diego, California, to perform the mediation. The initiating party shall then schedule the mediation so that it is conducted within fifteen (15) business days of the mediator's appointment. The costs of the mediation and fees of the mediator, if any, shall be borne by the requesting party. Any dispute not resolved through the mediation may proceed to litigation in a court of competent jurisdiction in the County of San Diego, State of California, unless the parties agree in writing to submit the dispute to binding arbitration.

Should the Property Manager suffer any injury or damage to person or property because of any alleged act or omission of JPA, or if any of Property Manager's employees, agents, or others for whose acts the Property Manager is legally liable suffers any injury or damages to person or property because of any alleged act or omission of JPA, a written

claim for damages shall be filed with the JPA Office of General Counsel in accordance with the provisions of California Government Code section 800 et seq.

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

IN WITNESS WHEREOF, the JPA and Property Manager have executed this Agreement as of the date first above written.

SAN DIEGO REGIONAL BUILDING AUTHORITY

By: _____
Marko Medved
For the County of San Diego

By: _____
Sharon Cooney
For the San Diego Metropolitan Transit System

PROPERTY MANAGER:

By: _____
Michael J. Mahoney
President, West Region

Approved as to form:

By: _____
County Counsel

By: _____
San Diego Metropolitan Transit System
General Counsel

AMENDMENT NO. 6
TO
PROPERTY MANAGEMENT AGREEMENT FOR THE JAMES R. MILLS
BUILDING

This Amendment No. 4 to the Property Management Agreement is made and entered into as of August 1, 2023, by and between the San Diego Regional Building Authority, a joint exercise of powers agency ("SDRBA" or "JPA"), and Collier International Real Estate Management Services (CA) Inc. ("Property Manager").

RECITALS

- A. Pursuant to the Property Management Agreement (MTS Doc. No. G1233.0-09), Property Manager acts as an independent manager of the ten-story office building known as the James R. Mills Building ("Mills Building").
- B. On or before December 31, 2011, Property Manager changed its name to Colliers International Real Estate Management Services (CA), Inc.
- C. On or around May 9, 2013, the Parties executed Amendment No. 1 authorizing the Property Manager to perform specified work.
- D. The original term of the Property Management Agreement was to have expired on December 31, 2013. On or about December 5, 2013, the Parties executed Amendment No. 2 whereby the JPA exercised its first 5-year option, extending the term of the agreement through December 31, 2018 and amended portions of Section 3.1(h).
- E. The Property Management Agreement original term included a second 5-year option to extend the agreement through December 31, 2023.
- F. On or about June 7, 2018, the parties executed Amendment No. 3 whereby the parties (1) amended the Property Management Agreement to replace the second 5-year option, with a 2-year option through December 31, 2020 and an additional 3-year option through December 31, 2023 and (2) extended the Property Management Agreement through December 31, 2020.
- G. On or about May 12, 2020 the JPA approved extending the agreement through December 31, 2023, executed as Amendment No. 4;
- H. On or about May 3, 2023 the JPA approved extending the agreement through June 30, 2024, executed as Amendment No. 5;
- I. The JPA wishes to amend the Property Management Agreement to extend the agreement through September 30, 2024 and allow, among other things the Property Manager to collect and distribute rent between the County of San Diego ("County"), San Diego Metropolitan Transit System ("MTS"), and SDRBA for the Mills Building

and parking structure through September 30, 2024.

AGREEMENT

The JPA and Property Manager hereby agree as follows:

1. Extension of Term. Section 2.2 of the Property Management Agreement shall be amended to extend the term of the agreement through September 30, 2024.
2. Property Manager shall use commercially reasonable efforts to provide an orderly and efficient transition of property management services to JPA's new Contractor, to be completed no later than September 30, 2024.
3. All other terms and conditions of the Property Management Agreement, except as amended by Amendment No. 1, No. 2, No. 3, No. 4 and No. 5 shall remain the same.

IN WITNESS WHEREOF, the JPA and Property Manager have executed this Amendment No. 6 on the date first written above.

SAN DIEGO REGIONAL BUILDING AUTHORITY

By: _____
 Marko Medved, P.E., CEM
 SDRBA Executive Officer and
 Director of General Counsel

By: _____
 Sharon Cooney
 Chief Executive Officer
 San Diego Metropolitan Transit System

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
 Mark Day
 Senior Deputy
 County of San Diego

By: _____
 Karen Landers
 General Counsel
 San Diego Metropolitan Transit System

COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (CA), INC.

By: _____
 Kevin K. Rude, Managing Director