



REGULAR MEETING
of the
SANTA BARBARA METROPOLITAN TRANSIT DISTRICT BOARD OF DIRECTORS
a Public Agency
Tuesday, September 15, 2020
8:30 AM
VIA TELECONFERENCE

IMPORTANT NOTICE REGARDING THIS BOARD MEETING:

This virtual meeting is being conducted utilizing teleconferencing and electronic means pursuant to State of California Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020, regarding the COVID-19 pandemic. The public may only view a livestream of the meeting online at: <http://tinyurl.com/sbmtdyoutube>

Public Participation

To make a general public comment or to comment on a specific agenda item, the following methods are available: Email, Phone, and Zoom webinar.

All comments will be limited to 3 minutes per speaker.

1. Email:

- Submit public comment to clerk@sbmtd.gov *before 12 p.m.* on the Monday prior to the Board meeting for advance distribution to the Board of Directors.
- Public comment emails submitted to clerk@sbmtd.gov *during* the meeting will be recognized *if* the email is received prior to or during the item to be addressed.
- **In ALL emailed Public Comments, please include:**
 - (A) The agenda item(s) to be addressed
 - (B) If you would like your comment read into the record
 - (C) Public Comment text

2. Phone: Call the Zoom webinar line 10 minutes prior to the 8:30 a.m. meeting start time:

- Toll-Free Dial-in: **(669) 900-6833**.
 - When prompted, enter Meeting ID **989 5131 7861** and then #.
 - When prompted for a password, dial **956284** and then #.
 - When the item you wish to address is announced, dial *9 to request to comment.

Please mute your phone until called to speak. If you do not have a mute button, you may mute by dialing *6. You can unmute by pressing the same keys (*6). When the chair calls for public comment, the clerk will announce you and will unmute your microphone.

3. Zoom webinar & computer audio: View the webinar at the following link at 8:30 a.m.:

<https://zoom.us/j/98951317861?pwd=UHdJSXBFdjc3dzQzRE0xRFQxdy8yZz09>

To give public comment via the Zoom webinar, click the "Raise Hand" button only when the item you wish to speak on has begun. When the chair calls for public comment, the clerk will announce you and will unmute your microphone. The public will not be able to share their video or screen.

BOARD OF DIRECTORS AGENDA

BOARD MEMBERS WILL JOIN VIA TELECONFERENCE

ITEMS TO BE CONSIDERED:

1. CALL TO ORDER

2. ROLL CALL OF THE BOARD MEMBERS

Dave Davis (Chair), David Tabor (Vice Chair), Bill Shelor (Secretary), Olivia Rodriguez (Director), Dick Weinberg (Director), Chuck McQuary (Director), Paula Perotte (Director).

3. REPORT REGARDING POSTING OF AGENDA

CONSENT CALENDAR

4. APPROVAL OF PRIOR MINUTES - (ACTION MAY BE TAKEN)

The Board of Directors will be asked to approve the draft minutes for the meeting of September 1, 2020.

5. CASH REPORT - (ACTION MAY BE TAKEN)

The Board of Directors will be asked to review and approve the Cash Report from the following dates: August 22, 2020 through September 4, 2020.

THIS CONCLUDES THE CONSENT CALENDAR

6. PUBLIC COMMENT

Members of the public may address the Board of Directors on items within the jurisdiction of the Board that are not scheduled for public hearing. The time allotted per speaker will be at the discretion of the Board Chair. If you wish to address the Board under this item number, see the above instructions on giving remote public comment. Additional public comment will be allowed during each agenda item, including closed session items.

7. CONFLICT OF INTEREST CODE UPDATE - (ATTACHMENT - ACTION MAY BE TAKEN)

Staff will recommend that the Board of Directors approve the amended Conflict of Interest Code.

8. SCE CHARGE READY HEAVY-DUTY INFRASTRUCTURE GRANT APPLICATION - (ATTACHMENT - ACTION MAY BE TAKEN)

Staff will recommend that the Board authorize the General Manager to execute the Charge Ready Transport Program Participation Agreement with Southern California Edison (SCE), which will result in the design and construction of make ready infrastructure for 14 heavy-duty charge ports at Terminal 1.

9. PURCHASE FOUR 40' NEW FLYER BATTERY ELECTRIC BUSES- (ATTACHMENT - ACTION MAY BE TAKEN)

Staff will recommend that the Board authorize the General Manager to execute an agreement with New Flyer of America Inc. to procure four 40' low floor, battery-electric buses.

10. ON-CALL A&E SERVICES RFQ CONTRACT AWARD RECOMMENDATION - (ATTACHMENT - ACTION MAY BE TAKEN)

Staff will recommend that the Board authorize the General Manager to enter into a contract with Stantec Architecture Inc. for on-call architectural, design and engineering services for

BOARD OF DIRECTORS AGENDA

a term of three years with the option for two one-year contract extensions that may be exercised if mutually agreed to by MTD and Stantec Architecture Inc.

11. GENERAL MANAGER'S REPORT - (INFORMATIONAL)

The General Manager will provide an update on district activities.

12. OTHER BUSINESS AND REPORTS - (INFORMATIONAL)

The Board will report on other related public transit issues and committee meetings.

13. ADJOURNMENT

AMERICANS WITH DISABILITIES ACT: If you need special assistance to participate in this meeting, please contact the MTD Administrative Office at 805.963.3364 at least **48 hours in advance** of the meeting to allow time for MTD to attempt a reasonable accommodation.



BOARD OF DIRECTORS DRAFT MINUTES

REGULAR MEETING
of the
SANTA BARBARA METROPOLITAN TRANSIT DISTRICT BOARD OF DIRECTORS
a Public Agency
Tuesday, September 1, 2020
8:30 AM
VIA TELECONFERENCE

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic.

1. CALL TO ORDER

Chair Dave Davis called the meeting to order at 8:30 AM.

2. ROLL CALL OF THE BOARD MEMBERS

Chair Davis conducted a roll call and reported that all members were present.

3. REPORT REGARDING POSTING OF AGENDA

Christina Perry, Clerk of the Board and Administrative Assistant, reported that the agenda was posted on Friday, August 28, 2020, at MTD's Administrative office, mailed and emailed to those on the agenda list, and posted on MTD's website.

CONSENT CALENDAR

4. APPROVAL OF PRIOR MINUTES - (ACTION MAY BE TAKEN)

The Board of Directors was asked to approve the draft minutes for the meeting of August 4, 2020.

5. CASH REPORT - (ACTION MAY BE TAKEN)

The Board of Directors was asked to review and approve the Cash Report from the following dates: July 11, 2020 through August 21, 2020.

Director Paula Perotte moved to approve the Consent Calendar. Director Olivia Rodriguez seconded the motion. Chair Davis opened a roll call vote and the motion passed unanimously with abstention from Vice Chair Dave Tabor for the prior minutes.

THIS CONCLUDES THE CONSENT CALENDAR

6. PUBLIC COMMENT

Public comment was provided by Howard Green.

BOARD OF DIRECTORS DRAFT MINUTES

7. PUBLIC TRANSPORTATION AGENCY SAFETY PLAN - (ATTACHMENT - INFORMATIONAL)

Mary Gregg, Director of Human Resources and Risk, presented an update on MTD's Agency Safety Plan (ASP) in compliance with the Federal Transit Administration (FTA) Public Transportation Agency Safety Plan (PTASP) Rule 49 C.F.R. Part 673.

The following Easy Lift guests to the meeting were recognized: Executive Director Ernesto Paredes, Director of Operations Kristina Lauterio, and Operations Manager Rene Andrade. Executive Director Paredes addressed the Board and answered questions.

The Board recognized staff, and particularly Ms. Gregg, for exemplary work in creating the PTASP plan in the midst of the current pandemic.

Public comment was provided by Howard Green.

8. DRIVER BARRIER CONTRACT AWARD RECOMMENDATION - (ACTION MAY BE TAKEN)

General Manager Jerry Estrada recommended that the Board award a contract to Complete Coach Works in the amount of \$666,213.67 for the acquisition, fabrication and installation of driver barriers for District's Gillig and Nova bus fleets.

Vice Chair Tabor moved to approve the Driver Barrier contract award recommendation. Director Perotte seconded the motion. Chair Davis opened a roll call vote and the motion passed unanimously.

9. GENERAL MANAGER'S REPORT - (INFORMATIONAL)

General Manager Estrada provided an update on the Covid-19 pandemic efforts, the Calle Real bid solicitation, and marketing progress for the new electric vehicle charging stations.

10. OTHER BUSINESS AND REPORTS - (INFORMATIONAL)

Chair Davis noted that the next regular meeting of the Board of Directors is Tuesday, September 15, 2020, at 8:30 AM.

11. ADJOURNMENT

Vice Chair Tabor moved to adjourn the meeting. Director Dick Weinberg seconded the motion. The meeting adjourned at 9:46 AM.

Santa Barbara Metropolitan Transit District
Cash Report
Board Meeting of September 15, 2020
For the Period August 22, 2020 through September 4, 2020

MONEY MARKET

Beginning Balance August 22, 2020 **\$2,847,441.02**

Accounts Receivable	793,715.22
Miscellaneous Income	584.79
Measure A Transfer	<u>.49</u>
Total Deposits	794,300.50

Miscellaneous Transfers	(545.97)
401(k)/Pension Transfer	(34,402.44)
Payroll Taxes	(135,871.66)
Accounts Payable	(294,826.80)
Payroll	<u>(319,064.13)</u>
Total Disbursements	(784,711.00)

CERTIFICATES OF DEPOSIT

Institution	Maturity	Rate	
American Riviera Bank	2/28/2021	2.00%	1,521,494.82
Total Certificates of Deposit			1,521,494.82

\$1,521,494.82

Ending Balance **\$4,378,525.34**

CASH INVESTMENTS

LAIF Account	\$5,845,344.98
Money Market Account	<u>4,378,525.34</u>

Total Cash Balance **\$10,223,870.32**

SELF INSURED LIABILITY ACCOUNTS

WC / Liability Reserves	(\$4,901,117.93)
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Working Capital **\$5,322,752.39**

Santa Barbara Metropolitan Transit District
Cash Receipts of Accounts Receivable

Date	Company	Description	Amount
8/28/2020	City of SB Creeks Division	Advertising on Buses	3,888.00
8/28/2020	Jim Haggerty	Retiree - Vision	12.20
8/28/2020	State of California	Vehicle Rebate	2,500.00
8/28/2020	State of California	Vehicle Rebate	2,500.00
8/28/2020	State of California	Vehicle Rebate	2,500.00
8/28/2020	State of California	Vehicle Rebate	2,500.00
8/28/2020	State of California	Vehicle Rebate	2,500.00
8/28/2020	State of California	Vehicle Rebate	2,500.00
8/28/2020	State of California	Vehicle Rebate	2,500.00
8/28/2020	State of California	Vehicle Rebate	2,500.00
8/28/2020	State of California	Vehicle Rebate	2,500.00
8/28/2020	State of California	Vehicle Rebate	2,500.00
8/31/2020	Montecito Bank & Trust	Advertising on Buses	3,247.00
9/3/2020	Local Transportation Fund	SB 325 - Aug 2020	588,465.62
9/4/2020	Measure A, Section 3 LSTI	Measure A Funds Aug 2020	173,102.40
Total Accounts Receivable Paid During Period			\$793,715.22

Santa Barbara Metropolitan Transit District Accounts Payable

Check #	Date	Company	Description	Amount	Voids
122711	12/12/2019	RAYMOND VALLES	SDRMA REFUND	5.20	V
123018	1/31/2020	SB HUMAN RESOURCES (SBHRA)	RENEWAL MEMBERSHIP	145.00	V
123284	3/5/2020	CARPINTERIA BRANCH LIBRARY	ROOM RENTAL - COMMUNITY MEETI	50.00	V
124596	8/14/2020	LABOR ALLIANCE MANAGED TRU	UNION DENTAL INSURANCE	10,110.50	V
124677	8/28/2020	ABC BUS COMPANIES INC	BUS PARTS	44.70	
124678	8/28/2020	ASBURY ENVIRONMENTAL SERVI	WASTE OIL RECYCLER	300.00	
124679	8/28/2020	BIG BRAND TIRES, BRANDCO BILL	SERVICE VEHICLE MAINTENANCE	75.01	
124680	8/28/2020	BLACK GOLD INDUSTRIES, CORP	HAZMAT DISPOSAL	3,708.75	
124681	8/28/2020	BROWN & BROWN INSURANCE SE	D&O AND EPLI INSURANCE	1,259.65	
124682	8/28/2020	COX COMMUNICATIONS, CORP.	INTERNET & CABLE TV	295.00	
124683	8/28/2020	CUMMINS SALES & SERVICE dba	BUS PARTS & REPAIRS	2,119.86	
124684	8/28/2020	DIESEL FORWARD, INC.	BUS PARTS	10,181.78	
124685	8/28/2020	DUNN EDWARDS CORPORATION	BLDG SUPPLIES	30.20	
124686	8/28/2020	FEDEX dba	FREIGHT CHARGES	103.93	
124687	8/28/2020	FIRST LOAN	PR RELATED	50.00	
124688	8/28/2020	STATE OF CALIFORNIA	PAYROLL RELATED	360.32	
124689	8/28/2020	GIBBS INTERNATIONAL INC	BUS PARTS	2,355.99	
124690	8/28/2020	GILLIG LLC	BUS PARTS	4,252.96	
124691	8/28/2020	GRAPHICINK	PRINTING SERVICES	2,670.08	
124692	8/28/2020	GRAINGER, INC.	SHOP/B&G SUPPLIES	22.87	
124693	8/28/2020	HOME IMPROVEMENT CTR.	SHOP/B&G SUPPLIES	81.09	
124694	8/28/2020	IRON HORSE AUTO BODY OF SB D	SERVICE VEHICLE REPAIRS	319.99	
124695	8/28/2020	UNITED STATES TREASURY - IRS	PAYROLL RELATED	39.44	
124696	8/28/2020	JORDANO'S INC. AND SUBSIDIARI	OFFICE SUPPLIES	39.97	
124697	8/28/2020	MARTIN AUTO COLOR, INC.	BUS SUPPLIES	16.31	
124698	8/28/2020	MC CORMIX CORP. (OIL)	LUBRICANTS	2,164.52	
124699	8/28/2020	MC CORMIX CORP. (GAS)	FUEL-SERVICE VEHICLES	1,887.42	
124700	8/28/2020	MILPAS RENTAL INC.	EQUIPMENT RENTAL	85.32	
124701	8/28/2020	MOLINA MANUFACTURING D	REFURBISH BUS SEATS	2,897.31	
124702	8/28/2020	MUNOZ JANITORIAL	JANITORIAL/DISINFECTANT SERVICE	27,790.00	
124703	8/28/2020	NATIONAL DRIVE	PAYROLL DEDUCTION	30.00	
124704	8/28/2020	NATIONAL INTERSTATE INS INC.	LIABILITY INSURANCE	39,573.00	
124705	8/28/2020	NEOPART TRANSIT LLC	BUS PARTS	429.23	
124706	8/28/2020	NEWEGG BUSINESS, INC	IT EQUIPMENT & SUPPLIES	0.00	V
124707	8/28/2020	NEWEGG BUSINESS, INC	IT EQUIPMENT & SUPPLIES	3,721.80	
124708	8/28/2020	NEW PIG CORP.	BUS CLEANING SUPPLIES	1,081.85	
124709	8/28/2020	NFI PARTS DBA	BUS PARTS	132.01	
124710	8/28/2020	O'REILLY AUTO PARTS DBA	BUS PARTS	51.63	

Check #	Date	Company	Description	Amount	Voids
124711	8/28/2020	LETICIA RAMIREZ	PAYROLL RELATED	650.00	
124712	8/28/2020	SAFETY-KLEEN CORPORATION	SHOP SUPPLIES	341.82	
124713	8/28/2020	SB COUNTY FEDERAL CREDIT UNI	PAYROLL DEDUCTION	260.00	
124714	8/28/2020	SB LOCKSMITHS, INC.	B&G REPAIR & SUPPLIES	805.00	
124715	8/28/2020	SILVAS OIL CO., INC.	LUBRICANTS	169.92	
124716	8/28/2020	SOAP MAN DISTRIBUTIN DBA	CLEANING SUPPLIES	84.66	
124717	8/28/2020	STAPLES CONTRACT & COMMERC	OFFICE SUPPLIES	397.17	
124718	8/28/2020	STATE BOARD OF EQUALIZATION	PAYROLL RELATED	250.00	
124719	8/28/2020	STATEWIDE SAFETY SYSTEMS	SAFETY SIGNS	161.44	
124720	8/28/2020	STEWART'S DE-ROOTING & PLUM	PLUMBING REPAIRS	367.65	
124721	8/28/2020	SB CITY OF-REFUSE/WATER	UTILITIES	462.29	
124722	8/28/2020	TK SERVICE, INC.	BUS PARTS & REPAIRS	467.39	
124723	8/28/2020	TEAMSTERS UNION LOCAL NO. 18	UNION DUES	285.00	
124724	8/28/2020	TRUMAN ARNOLD COMPANIES (T	DIESEL FUEL	41,880.47	
124725	8/28/2020	UNITED PARCEL SERVICE, INC.	FREIGHT CHARGES	276.65	
124726	8/28/2020	UNITED WAY OF SB	PAYROLL DEDUCTION	54.00	
124727	8/28/2020	U.S. BANK CORP. PAYMENT SYST	CREDIT CARD PURCHASES	3,711.78	
124728	8/28/2020	VALLEY POWER SYSTEMS, INC.	BUS PARTS	205.53	
124729	8/28/2020	VEHICLE MAINTENANCE PROGRA	BUS PARTS	859.02	
124730	8/28/2020	VC STAR / DESK SPINCO, INC	PUBLIC NOTICE ADS	316.20	
124731	8/28/2020	VERIZON WIRELESS	WIRELESS PHONES & AIM CELLULAR	582.51	
124732	8/28/2020	WAXIE SANITARY SUPPLY DBA	JANITORIAL SUPPLIES	1,172.26	
124733	8/28/2020	YACO SCHOLARSHIP FUND	PAYROLL DEDUCTION	53.00	
124734	8/28/2020	YELLOW (YRC) TRANSPORTATIO	FREIGHT CHARGES	183.21	
124735	8/31/2020	CITY OF SANTA BARBARA	CSR PARKING PERMITS	360.72	
124736	9/3/2020	ACCONTEMPS DBA	CONTRACT EMPLOYMENT	2,988.80	
124737	9/3/2020	AMERICAN MOVING PARTS, LLC	BUS PARTS	1,138.96	
124738	9/3/2020	BIG BRAND TIRES, BRANDCO BILL	SERVICE VEHICLE MAINTENANCE	124.75	
124739	9/3/2020	CELTIS VENTURES, INC.	MARKETING SERVICES	1,567.50	
124740	9/3/2020	RICHARD CERVANTEZ	DMV REIMBURSEMENT	58.00	
124741	9/3/2020	CUMMINS SALES & SERVICE dba	BUS PARTS & REPAIRS	338.65	
124742	9/3/2020	DENMUN OFFICE SOLUTIONS DB	IT CONTRACT SERVICES	3,910.00	
124743	9/3/2020	DESTIN THOMAS COMMUNICATIO	RADIOS SUPPLIES/REPAIRS	743.61	
124744	9/3/2020	DIVERSIFIED TRANSPORTATION S	FREIGHT CHARGES	191.95	
124745	9/3/2020	SHERRIE FISHER	RETIREE HEALTH REIMBURSEMENT	328.05	
124746	9/3/2020	FLEET SERVICES, INC.	BUS PARTS	431.80	
124747	9/3/2020	GIBBS INTERNATIONAL INC	BUS PARTS	1,244.14	
124748	9/3/2020	GILLIG LLC	BUS PARTS	2,588.54	
124749	9/3/2020	GOLD COAST TRANSPORT REFRIG	BUS A/C MAINTENANCE	1,427.58	
124750	9/3/2020	GOODYEAR TIRE & RUBBER CO	BUS TIRE LEASE	10,960.02	
124751	9/3/2020	GUARDIAN-APPLETON (DENTAL I	DENTAL INSURANCE	5,081.94	

Check #	Date	Company	Description	Amount	Voids
124752	9/3/2020	GUARDIAN-APPLETON (LIFE INS)	LIFE INSURANCE	1,080.70	
124753	9/3/2020	HOME IMPROVEMENT CTR.	SHOP/B&G SUPPLIES	120.64	
124754	9/3/2020	KIMBALL MIDWEST	SHOP SUPPLIES	149.92	
124755	9/3/2020	LARA'S AUTO REPAIR DBA	BUS REPAIRS	199.00	
124756	9/3/2020	LABOR ALLIANCE MANAGED TRU	UNION DENTAL INSURANCE	10,110.50	
124757	9/3/2020	KARL LUST	VTT REIMBURSEMENT	58.00	
124758	9/3/2020	MARBORG INDUSTRIES (INC)	UTILITIES & RENTAL FEES	182.64	
124759	9/3/2020	MC CORMIX CORP. (OIL)	LUBRICANTS	2,164.52	
124760	9/3/2020	MC CORMIX CORP. (GAS)	FUEL-SERVICE VEHICLES	1,148.32	
124761	9/3/2020	MEDICAL EYE SERVICES, INC.	VISION INSURANCE	579.50	
124762	9/3/2020	MISSION LINEN SUPPLY, INC	UNIFORM & LINEN SERVICE	5,371.60	
124763	9/3/2020	MOHAWK MFG. AND SUPPLY CO.	BUS PARTS	191.89	
124764	9/3/2020	DAVID MORSE	TRAVEL PER DIEM	58.00	
124765	9/3/2020	NFI PARTS DBA	BUS PARTS	1,310.70	
124766	9/3/2020	PACIFIC POWER GROUP	BUS PARTS	19.52	
124767	9/3/2020	PACIFIC MATERIALS LABORATOR	TESTING & INSPECTIONS	447.50	
124768	9/3/2020	POWERSTRIDE BATTERY CO.	BATTERIES	598.89	
124769	9/3/2020	SB HUMAN RESOURCES (SBHRA)	RENEWAL MEMBERSHIP	145.00	
124770	9/3/2020	SB LOCKSMITHS, INC.	B&G REPAIR & SUPPLIES	1,557.39	
124771	9/3/2020	SILVAS OIL CO., INC.	LUBRICANTS	174.00	
124772	9/3/2020	SO. CAL. EDISON CO.	UTILITIES	2,859.17	
124773	9/3/2020	SPECIALTY TEAM PLASTERING, I	B&G REPAIRS & SUPPLIES	2,800.00	
124774	9/3/2020	STANTEC ARCHITECTURE INC.	FACILITIES MASTER PLAN	32,739.25	
124775	9/3/2020	SB TREE CARE INC	B&G REPAIRS & SUPPLIES	5,863.00	
124776	9/3/2020	SB CITY OF-REFUSE/WATER	UTILITIES	2,726.70	
124777	9/3/2020	THE MEDCENTER	MEDICAL EXAMS	1,610.00	
124778	9/3/2020	THOMAS TOWING, INC	TOWING SERVICE	562.50	
124779	9/3/2020	TANK TEAM INC.	TANK TESTS	438.95	
124780	9/3/2020	TEXTMARKS, INC	SMS TEXTING SERVICES	11,988.00	
124781	9/3/2020	TRUMAN ARNOLD COMPANIES (T	DIESEL FUEL	21,073.59	
124782	9/3/2020	RAYMOND VALLES	SDRMA REFUND	5.20	
124783	9/3/2020	VALLEY POWER SYSTEMS, INC.	BUS PARTS	139.09	
124784	9/3/2020	WAXIE SANITARY SUPPLY DBA	JANITORIAL SUPPLIES	585.34	
124785	9/3/2020	YELLOW (YRC) TRANSPORTATIO	FREIGHT CHARGES	424.51	
				305,137.50	
Current Cash Report Voided Checks:				0.00	
Prior Cash Report Voided Checks:				10,310.70	
Grand Total:				\$294,826.80	



BOARD OF DIRECTORS REPORT

MEETING DATE:	SEPTEMBER 15, 2020	AGENDA ITEM: #7
DEPARTMENT:	GOVERNMENT RELATIONS	
TYPE:	ACTION ITEM	
PREPARED BY:	JERRY ESTRADA	_____ <i>Signature</i>
REVIEWED BY:	GENERAL MANAGER	_____ <i>Signature</i>
SUBJECT:	CONFLICT OF INTEREST CODE UPDATE	

RECOMMENDATION:

Staff recommends that the Board of Directors approve the following additions to MTD's Conflict of Interest Code:

Sec. 5.1.5. If the interest is a leasehold interest, identify the number of years remaining on the lease.

Sec. 5.1.6. If the interest is a leasehold interest, identify the exact date the lease became effective or terminated if it did so during the period covered by the statement.

DISCUSSION:

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially. A Conflict of Interest Code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

MTD's attorney has proposed the recommended changes to the Conflict of Interest Code for the Board's consideration.

ATTACHMENT:

- Conflict of Interest Code

Santa Barbara Metropolitan Transit District

Conflict of Interest Code

Sec. 1 Purpose and Applicability.

As a governmental institution, the Santa Barbara Metropolitan Transit **District** (“**District**”) must be vigilant in its protection of the public trust. **Public officials** are bound to observe the highest standards of performance and to discharge faithfully the duties of their office, regardless of personal considerations. The members of the Board of Directors hold office for the benefit of the public and their offices must not be used for the purpose of private gain. This Conflict of Interest Code (“Code”) is intended to prescribe standards of conduct designed to ensure the honesty and integrity of those **persons** governing the operation of the **District**.

The Political Reform Act, Government Code section 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, California Code of Regulations, title 2, section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of California Code of Regulations, title 2, section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the Santa Barbara Metropolitan Transit District. Nothing set forth herein is intended to be inconsistent with the regulations adopted by the Fair Political Practices Commission.

Sec. 2 Definitions.

Unless expressly defined herein or in Appendix A, the definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Code of Regs. sections 18100, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this Code. Terms defined in Appendix A hereto are printed in **bold** type in this Code.

Sec. 3 **Public Official.**

As used, herein “**public official**” means members and alternates of the Board of Directors, **designated employees** of **District**, and **consultants** to and contractors of **District** required to file disclosure statements pursuant to this Code.

Sec. 4 Statements of Economic Interests.

Sec. 4.1 **Designated Employees.** The **persons** holding positions of General Manager, Assistant General Manager, and Procurement Officer are **designated**

employees. All such employees have senior management positions. It has been determined that these individuals make or participate in decisions that may foreseeably have a material effect on **financial interests**.

Sec. 4.2 Place of Filing. All members of the Board of Directors and all **designated employees** shall file statements of economic interests with the Secretary of the Board of Directors. The Secretary shall review all statements and, after consultation with **District** General Counsel, report to the Board of Directors any potential conflicts noted in the statements.

Sec. 4.3 Time of Filing. Statements shall be filed according to the following schedule:

Sec. 4.3.1 Initial Statements. All members of the Board of Directors and all **designated employees** employed by **District** on the effective date of this Code shall file statements within 30 days of that effective date. Thereafter, each person already in a position subsequently designated by an amendment to this Code shall file an initial statement within 30 days after the effective date of the amendment.

Sec. 4.3.2 Assuming Office Statements. All **persons** assuming **designated employee** positions after the effective date of this Code shall file statements within 30 days after assuming the designated position.

Sec. 4.3.3 Annual Statements. All **designated employees** shall file statements no later than April 1st of each calendar year.

Sec. 4.3.4 Leaving Office Statements. All **persons** who leave **designated employee** positions shall file statements within 30 days after leaving office.

Sec 4.4 Statements for Persons Who Resign Prior to Assuming Office

Sec. 4.4.1 Any **person** who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming officer statement, is not deemed to have assumed office of left office, provided he or she did not make or participate in the making of, or use his or her position to influence and decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such **persons** shall not file either an assuming or leaving office statement.

Sec. 4.4.2 Any **person** who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

- (2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision, or receive, or become entitled to receive, and form of payment by virtue of being appointed to the position.

Sec. 4.5 Contents of Statements.

- Sec. 4.5.1 Contents of Initial Statements. Initial statements shall disclose any reportable **investments, interest in real property, income** and business positions held on the effective date of the Code and **income** received during the 12 months prior to the effective date of the Code.
- Sec. 4.5.2 Contents of Assuming Office Statements. Assuming office statements shall disclose any reportable **investments, interest in real property, income** and business positions held on the date of assuming office, and **income** received during the 12 months prior to the date of assuming office.
- Sec. 4.5.3 Contents of Annual Statements. Annual Statements shall disclose any reportable **investments, interest in real property, income** and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the Code or the date of assuming office, whichever is later.
- Sec. 4.5.4 Contents of Leaving Office Statements. Leaving office statements shall disclose reportable **investments, interest in real property, income** and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

Sec. 5 Manner of Reporting.

Statements of economic interests shall be made on Form 700, attached hereto as Appendix B, and shall contain the following information:

- Sec. 5.1 **Investment** and Real Property Disclosure. When an **investment** or an interest in real property is required to be reported, the statement shall contain the following:
- Sec. 5.1.1 A statement of the nature of the **investment** or interest.

- Sec. 5.1.2 The name of the business entity in which each **investment** is held, and a general description of the business activity in which the business entity is engaged.
- Sec. 5.1.3 The address or other precise location of the real property.
- Sec. 5.1.4 A statement whether the fair market value of the **investment** or **interest in real property** equals or exceeds Two Thousand Dollars (\$2,000.00), exceeds Ten Thousand Dollars (\$10,000.00), exceeds One Hundred Thousand Dollars (\$100,000.00), or exceeds One Million Dollars (\$1,000,000.00).
- Sec. 5.1.5. If the interest is a leasehold interest, identify the number of years remaining on the lease.
- Sec. 5.1.6. If the interest is a leasehold interest, identify the exact date the lease became effective or terminated if it did so during the period covered by the statement.
- Sec. 5.2 Personal **Income** Disclosure. When personal **income** is required to be reported, the statement shall contain:
- Sec. 5.2.1 The name and address of each **source of income** aggregating Five Hundred Dollars (\$500.00) or more in value, or Fifty Dollars (\$50.00) or more in value if the **income** was a **gift**, and a general description of the business activity, if any, of each source.
- Sec. 5.2.2 A statement whether the aggregate value of **income** from each source, or in the case of a loan, the highest amount owed to each source, was One Thousand Dollars (\$1,000.00) or less, greater than One Thousand Dollars (\$1,000.00), greater than Ten Thousand Dollars (\$10,000.00), or greater than One Hundred Thousand Dollars (\$100,000.00).
- Sec. 5.2.3 A description of the consideration, if any, for which the **income** was received.
- Sec. 5.2.4 In the case of a **gift**, the name, address and business activity of the donor and any intermediary through which the **gift** was made; a description of the **gift**; the amount or value of the **gift**; and the date on which the **gift** was received.
- Sec. 5.2.5 In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

Sec. 5.3 Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, the statement shall contain:

- (1) The name, address and a general description of the business activity of the business entity; and
- (2) The name of every **person** from whom the business entity received payments if the filer's pro rata share of the gross receipts from such **person** was equal to or greater than ten thousand dollars (\$10,000.00).

Sec. 5.4 Business Position Disclosure. When business positions are required to be reported, a **designated employee** shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the **designated employee's** position with the business entity.

Sec. 5.5 Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an **investment** of an **interest in real property** was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

Sec. 6 Standards of Conduct for **Public Officials**.

There are numerous laws and regulations which govern the conduct of **public officials** and which are applicable to **District**. When in doubt as to the applicability of any law or regulation or provision of this Code to any particular situation, the potentially affected **person** should request an advisory opinion from counsel to **District**. All **persons** subject to this Code shall be familiar with its provisions, including the following provisions that govern the conduct of all **public officials**:

Sec. 6.1 **Public officials** shall disqualify themselves from making, or participating in the making of, or in any way attempting to use their official position to influence, a **governmental decision** which they know or have reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

Sec. 6.1.1 Any business entity in which the public official has a direct or indirect investment worth Two Thousand Dollars (\$2,000.00) or more.

Sec. 6.1.2 Any **interest in real property** in which the **public official** has a direct

or indirect interest worth Two Thousand Dollars (\$2,000.00) or more.

- Sec. 6.1.3 Any **source of income**, other than **gifts** and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating Five Hundred Dollars (\$500.00) or more in value provided to, received by or promised to the **public official** within 12 months prior to the time the decision is made.
- Sec. 6.1.4 Any business entity in which the **designated employee** is a director, officer, partner, trustee, employee, or holds any position of management.
- Sec. 6.1.5 Any donor of, or any intermediary or agent for a donor of, a **gift** or **gifts** aggregating Four Hundred Seventy Dollars (\$470.00) or more provided to, received by, or promised to the **designated employee** within twelve months prior to the time when the decision is made.
- Sec. 6.2 **Public officials** shall not be financially interested in any contract made by them in their official capacity. They shall not be purchasers at any sale or vendors at any purchase made by them in their official capacity. A contract made in violation of provision within Section 6 of this Code may be voided by the Board of Directors.
- Sec. 6.3 **Public officials** shall not engage in any employment or activity for compensation that is inconsistent or incompatible or in conflict with his or her duties as a Board member or employee (that is, which would interfere with the official's ability to carry out official duties or exercise independent judgment on behalf of the public interest). **Public officials** shall not engage in outside employment or provide services for compensation where any part of those efforts will be subject to approval by the Board of Directors, or any other board, officer or employee acting on behalf of **District**.
- Sec. 6.4 No **public official** shall participate in a **governmental decision** in which he or she has a close personal interest that would tend to impair the exercise of independent judgment in the public interest.
- Sec. 6.5 No **public official** shall hold another public office where the two offices are incompatible.
- Sec. 6.6 No **public official** of the **District** may solicit or accept, either directly or indirectly, any **gift**, gratuity, loan, or other item or service of value if either the discharge of his or her official duties would be influenced or he or she has been, is presently, or may in the near future be involved in any official act or action directly affecting the donor or lender.

Sec. 6.7 Invitations, received from bidders or other parties involved in a pending procurement, for business lunches, parties, or similar functions shall be declined. This is intended to avoid any situation that may give an appearance of improper influence in **District** procurement activities.

Sec. 6.8 No **public official** shall accept any honorarium from any source, if the **public official** would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code section 89506.

Sec. 6.8.1 No **public official** shall accept **gifts** with a total value of more than \$470 in a calendar year from any single source, if the **public official** would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

Sec. 6.9 Notwithstanding the above, this section shall not apply to the following:

Sec. 6.9.1 An occasional non-pecuniary **gift** of nominal value accepted in the ordinary course of a business meeting.

Sec. 6.9.2 Unsolicited advertising or promotional material of nominal intrinsic value.

Sec. 6.9.3 A **gift**, gratuity, favor, loan, or other thing of value when circumstances make it clear that an obvious long-standing social or family relationship, rather than a business relationship, is the motivating factor.

Sec. 6.10 No **public official** or **designated employee** shall disclose or otherwise use confidential information acquired by virtue of his or her position or employment with the **District** for his or her or another **person's** private gain. No Board member shall reveal information received in a lawful closed session unless such information is required by law to be disclosed.

Sec. 7 **Legally Required Participation.**

No **public official** of **District** shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a **designated employee** who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

Sec. 8 **Prohibitions Against the Use of Public Office for Personal Gain.**

No **public official** of **District** shall use for personal gain or advantage, **District** facilities, equipment, supplies, personnel or other things of value or his or her position or office to secure, for personal benefit, **gifts**, special privileges or exemptions.

Sec. 9 Conduct When There May Be a **Financial Interest**.

Public officials shall conduct themselves as follows whenever the Board member, employee or **consultant** has, or may have, a **financial interest** in making or participating in the making of, any **governmental decision**:

- Sec. 9.1 Board of Directors' member: Unless his or her participation is legally required, when the matter comes up on the agenda, the Director shall disclose his or her interest, refrain from participating in any way in the decision making process, and withdraw from the room if the subject is being discussed in a closed session.
- Sec. 9.2 During any **contract formation**, a Director may not have any **financial interest** in any contract made by the **District**. Board of Directors are conclusively presumed to be involved in the making of all contracts under their Board's jurisdiction. Any contract made when a Director has a financial interest will be void. Disclosure of any **financial interest** and disqualification of the Director from contract formation will not prevent the creation of a void contract. Directors may engage in contract formation only when: (1) they have no financial interest; (2) they have a **remote interest**, (3) they have a **noninterest**; and/or (4) the contract involves a necessity.
- Sec 9.3 If **designated employee** has a **remote interest**, that employee shall not be deemed to be to have a **financial interest** in a contract entered into by the **District** if the fact of that interest is disclosed to the body of the Board of Directors, and is noted in the official records, and thereafter the Board of Directors authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote of the **designated employee** with the **remote interest**.
- Sec. 9.4 Employees: The employee shall immediately report the nature of the matter and the existence of a conflict to his or her superior so that the work may be assigned to another employee.
- Sec. 9.5 **Consultants**: The **consultant** shall immediately report the nature of the matter and the existence of the conflict to the General Manager, who shall determine the action to be taken.

Sec. 10 Contact with Vendors, Bidders, and Proposers.

Prior to the issuance of a procurement solicitation, informational and research contacts with prospective vendors may be made for the purpose of gathering needed data. However, in making such contacts, **District** employees, officers, and agents shall avoid any commitment, or implication thereof, of a possible future contract.

Accordingly, requests for substantial complimentary services or supplies which may imply an obligation on the part of **District** shall be avoided. Also to be avoided are requests for testing services, product samples or demonstrations, and free trips to examine vendor products.

Whenever a procurement is in process, e.g., during the solicitation, evaluation, negotiation, and award phases, all contacts with potential contractors or vendors shall be made through the Procurement Officer.

Sec. 11 Incompatible Uncompensated Activities.

Sec. 11.1 **Public officials** may participate in outside activities for which they are not compensated, but are discouraged from participating in such non-compensated activities when any of the following subsections applies:

Sec. 11.1.1 The activity involves a substantial commitment of time that interferes with the **public official's** ability to timely discharge his or her official duties.

Sec. 11.1.2 The activity involves matters which come regularly before the Board and would create a substantial conflict between private interest and the exercise of Board authority in the public interest.

Sec. 11.2 A director may disqualify himself or herself in matters coming before the Board where the director concludes that participation would create the appearance of a conflict of interest.

Sec. 12 Penalties for Violation.

This Code has the force and effect of law. **Designated employees** violating any provision of this Code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code sections 81000-91015. In addition, failure to adhere to the provisions of this Code shall constitute a violation of **District** policy and shall subject the violator to disciplinary action up to and including termination as deemed appropriate by the **District** General Manager and/or Board of Directors. Any decision affected by a violation of the disqualification provisions of this Code has occurred may be set aside as void.

Sec. 13 Transportation Passes and Discounts.

Other than indicated below, the **District** may not grant, and Directors and/or **designated employees** may not receive, free passes or discounts for transit. The acceptance of a pass or discount by a **public official**, other than a Public Utilities Commissioner, shall work a forfeiture

of that office. The Board of Directors or other employees may receive passes or discounts if such passes or discounts are provided to assist or enable them to perform a part of their official duties.

Sec. 14 Post Employment Restrictions.

Sec. 14.1 Post Employment Restriction for Board Members. The **District** shall not employ or retain under contract for compensation any individual who has served as a Board member within the previous two years. No Board member who leaves his or her office and accepts a position of employment with, or as a contractor or **consultant** for, a current or future **District** contractor/**consultant** may participate in a project or provide any goods or services to the **District**, through the contractor or **consultant**, for a period of two years.

Sec. 14.2 Post Employment Restrictions for Employees. No employee who leaves his or her **District** position and accepts a position of employment with, or as a contractor of **consultant** for, a current or future **District** contractor (**consultant**, vendor, developer, etc.) may participate in a project or provide any goods or services to the **District** through the contractor, for a period of two years. The General Manager may, when it is in the overall best interests of the **District**, make exceptions in the case of employees who have retired.

Appendix A

DEFINITIONS

1. **CONTRACT FORMATION:** The following actions constitute involvement in contract formation: (1) Any involvement in preliminary discussions, reasoning, negotiations, planning, drawing or plans or specifications and solicitations of bids relating to a contract; or (2) participation in decisions to modify, extend or renegotiate an existing contract, including exercise of an option.
2. **CONSULTANT:** Consultant shall be defined pursuant to 2 Cal. Code Regs. § 18700(a)(2) for purposes of this code. A consultant is an individual who, pursuant to contract with a state or local agency:
 - (A) Makes a governmental decision whether to:
 - (i) Approve a rate, rule, or regulation;
 - (ii) Adopt or enforce a law;
 - (iii) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - (iv) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
 - (v) Grant agency approval to a contract which requires agency approval and in which the agency is a party or the specification for such a contract;
 - (vi) Grant approval to a plan, design, report, study or similar item;
 - (vii) Adopt, or grant agency approval or, policies, standards, or guidelines for the agency, or for any subdivision thereof;
 - or
 - (B) Serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

Consultants shall be included in the list of **designated employees** and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The Executive Director may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

3. **DESIGNATED EMPLOYEE:** Any official of the **District** whose position is designated in this Code.
4. **DISTRICT:** The Santa Barbara Metropolitan Transit **District**.
5. **FINANCIAL INTEREST:** For the purposes of Article IV of this Code, a **designated employee** has a **financial interest** in a decision if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, or on any significant segment thereof, within the **jurisdiction**, on:
 - (a) Any business entity in which the **designated employee** has a direct or indirect **investment** worth more than Two Thousand Dollars (\$2,000.00).
 - (b) Any real property in which the **designated employee** has a direct or indirect interest worth more than Two Thousand Dollars (\$2,000.00).
 - (c) Any **source of income**, other than loans by a commercial lending institution in the regular course of business, aggregating Five Hundred Dollars (\$500.00) or more in value received by or promised to the **designated employee** within twelve (12) months prior to the time when the decision is made; or
 - (d) Any business entity in which the **designated employee** is a director, officer, partner, trustee, employee or holds any position of management.
 - (e) Indirect **investment** or interest, as used to define **financial interest**, means any **investment** or interest owned by the spouse or dependent child of the **designated employee**, by any business entity controlled by the **designated employee** or by a trust in which the business entity is controlled by a **designated employee** if the **designated employee** has a substantial interest. A business entity is controlled by a **designated employee** if the **designated employee**, his or her agents, spouse and dependent children hold more than Fifty Percent (50%) of the ownership interest in the entity. A **designated employee** has a substantial interest in a trust when the **designated employee**, his or her spouse and dependent children have a present or future interest worth more than Two Thousand Dollars (\$2,000.00).
6. **GIFT:** Any payment to the extent that the consideration of equal or greater value is not received. Any **person**, other than a defendant in a criminal action, who claims that a

payment is not a **gift** by reason of receipt of consideration has the burden of proving that the consideration received is of equal or greater value. The term “**gift**” does not include informational material such as books, reports, pamphlets, calendars or periodicals. No payment for travel or reimbursements for any expenses shall be deemed “informational material.”

7. **INCOME:**

- (a) **Income** means, except as provided in subsection (b), **income** of any nature from any source, including but not limited to any salary, wage, advance, payment, dividend, interest, rent, capital gain, return of capital, **gift**, including any **gift** of food or beverage, loan, forgiveness or payment of indebtedness, discount in the price of anything of value unless the discount is available to members of the public without regard to official status, rebate, reimbursement for expenses, per diem, or contribution to an insurance or pension program paid by any **person** other than an employer, and including any community property interest in **income** of a spouse. **Income** of an individual also includes a pro rata share of any **income** of any business entity or trust in which the individual or spouse owns, directly, indirectly, or beneficially, a Ten Percent (10%) interest or greater.
- (b) **Income** does not include:
 - (1) **Income**, other than a **gift**, from any source outside the **jurisdiction** and not doing business within the **jurisdiction**, not planning to do business within the **jurisdiction**, or not having done business within the **jurisdiction** during the two years prior to the time any statement or other action is required under this Code.
 - (2) Campaign contribution required to be reported under Chapter 4 of the Political Reform Act of 1974.
 - (3) Salary and reimbursement for expenses or per diem received from a state or local government agency and reimbursement for travel expenses and per diem received from a bona fide educational, academic or charitable organization.
 - (4) **Gifts** of informational material, such as books, pamphlets, reports, calendars or periodicals.
 - (5) **Gifts** which are not used and which, within thirty (30) days after receipt, are returned to the donor or delivered to a charitable organization without being claimed as a charitable contribution for **income** tax purposes.
 - (6) **Gifts** from an individual’s spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, aunt, uncle or

first cousin or the spouse of any such **person**; provided that a **gift** from any such **person** shall be considered **income** if the donor is acting as an agent or intermediary for any **person** not covered by this paragraph.

- (7) Any devise or inheritance.
- (8) Interest, dividends or premiums on a time or demand deposit in a financial institution, shares in a credit union or any insurance policy, interest credited on employees' contributions to public retirement plans, payments received under any insurance policy, or any bond or other debt instrument issued by any government or government agency.
- (9) Dividends, interest or any other return on a security which is registered with the Securities & Exchange Commission of the United States Government.
- (10) The value of **gifts** of hospitality including food, beverages or lodging provided to any **person** filing a statement of economic interest if such hospitality has been reciprocated within the filing period. "Reciprocity" as used in this paragraph includes the providing by the filer to the host of any consideration, including entertainment or a household **gift** of a reasonably similar benefit or value.
- (11) **Income** from a source which is a former employer if all **income** from the employer was received by or accrued to the **designated employee** prior to the time he or she became a **designated employee**; the **income** was received in the normal course of the previous employment; and there was no expectation by the **designated employee** at the time he or she assumed a designated position or resumed employment with the former employer.

8. **INTEREST IN REAL PROPERTY** includes any leasehold, beneficial or ownership interest or option to acquire such an **interest in real property** within the **jurisdiction** if the fair market value of the interest is equal to or greater than Two Thousand Dollars (\$2,000.00). **Interests in real property** of an individual include a pro rata share of **interests in real property** of any business entity or trust in which the individual or spouse owns, directly, indirectly or beneficially, a Ten Percent (10%) interest or greater. For the purposes of Articles II and III of this Code, "**Interest in Real Property**" does not include the principal residence of the filer.

9. **INVESTMENT:** Any **financial interest** in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership or other ownership interest, if the business entity or any parent, subsidiary or otherwise related business entity has an **interest in real property** within the **jurisdiction**, or does business or plans to do business within the **jurisdiction** of the **District**, or has done business within the **jurisdiction** at any time during the two

years prior to the time any statement or other action is required under this Code. No asset shall be deemed an **investment** unless its fair market value exceeds Two Thousand Dollars (\$2,000.00). **Investment** does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, any employee's contribution to a public retirement plan or any bond or other debt instrument issued by any government or government agency. **Investments** of an individual include a pro rata share of **investments** of any business entity or trust in which the individual or spouse owns, directly or beneficially, a Ten Percent (10%) interest or greater.

10. **LEGALLY REQUIRED PARTICIPATION:**

- (a) A **designated employee** is not legally required to make or to participate in the making of a **governmental decision** within the meaning of paragraph 4.5 of this Code unless there exists no alternative source of decision consistent with the purposes and terms of the statute authorizing the decision.
- (b) Whenever a **designated employee** who has a **financial interest** in a decision is legally required to make or to participate in making such a decision, he or she shall:
 - (1) Disclose as a matter of official public record the existence of the **financial interest**.
 - (2) Describe with particularity the nature of the **financial interest** before he or she makes or participates in making the decision.
 - (3) Attempt in no way to use his or her official position to influence any other **public official** with respect to the matter.
 - (4) State the reason there is no alternative source of decision-making authority.
 - (5) Participate in making the decision only to the extent that such participation is legally required.
- (c) This regulation shall be construed narrowly, and shall not be construed to permit voting to break a tie.

11. **MAKING GOVERNMENTAL DECISIONS:** A **designated employee** makes **governmental decisions**, except as provided in subsection (f)(1) herein, when he or she, acting within the authority of his or her duties:

- (a) Votes on a matter.
- (b) Appoints a **person**.

- (c) Obligates or commits the **District** to any course of action.
- (d) Enters into any contractual agreement on behalf of the **District**.
- (e) Determines not to act, within the meaning of subparagraphs (a) through (d) above, unless such determination is made because of his or her **financial interest**. When the determination not to act occurs because of his or her **financial interest**, the **designated employee's** determination not to act must be accompanied by disclosure of the **financial interest** in the manner prescribed in Section 4.3 of the Article IV of this Code.
- (f) The making of a **governmental decision** shall not include:
 - (1) Actions of **designated employees** which are solely ministerial, secretarial, manual or clerical.
 - (2) Appearances by a **designated employee** as a member of the general public before an agency in the course of its prescribed governmental function to represent himself on matters related solely to his or her personal interests.
 - (3) Actions by **designated employees** or their representatives relating to their compensation or the terms or conditions of their employment or contract.

12. **NONINTEREST:**

- (a) An officer or employee of the District shall not be deemed to be interested in a contract if his other interest is any of the following:
 - (1) The ownership of less than 3 percent of the shares of a corporation for profit, provided the total annual income to him or her from dividends, including the value of stock dividends, from the corporation does not exceed 5 percent of his or her total annual income, and any other payments made to him or her by the corporation do not exceed 5 percent of his or her total annual income.
 - (2) That of an officer in being reimbursed for his or her actual and necessary expenses incurred in the performance of official duty.
 - (3) That of a recipient of public services generally provided by the public body or board of which he or she is a member, on the same terms and conditions as if he or she were not a member of the board.
 - (4) That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an

adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial, or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee as such interest as landlord or tenant in which event his or her interest shall be deemed a **remote interest** within the meaning of, and subject to, the provisions of Section 1091.

- (5) That of a tenant in a public housing authority created pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code in which he or she serves as a member of the board of commissioners of the authority or of a community development commission created pursuant to Part 1.7 (commencing with Section 34100) of Division 24 of the Health and Safety Code.
- (6) That of a spouse or an officer or employee of a public agency in his or her spouse's employment or officeholding if his or her spouse's employment or officeholding has existed for at least one year prior to his or her election or appointment.
- (7) That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the body or board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records.
- (8) That of a noncompensated officer of a nonprofit, tax-exempt corporation, which, as one of its primary purposes, supports the functions of the body or board or to which the body or board has a legal obligation to give particular consideration, and provided further that such interest is noted in its official records. For purposes of this paragraph, an officer is "noncompensated" even though he or she receives reimbursement from the nonprofit, tax-exempt corporation for necessary travel and other actual expenses incurred in performing duties for his or her office.
- (9) That of compensation for employment with a governmental agency, other than the governmental agency that employs the officer or employee, provided that the interest is disclosed to the body or board at the time of consideration of the contract, and provided further that the interest is noted in its official record.
- (10) That of an attorney of the contracting party or that of an owner, officer, employee, or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an

ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm, or real estate firm.

- (11) Except as provided in subdivision (b), that of an officer or employee of or a **person** having less than a 10 percent ownership interest in a bank, bank holding company, or savings and loan association with which a party to the contract has a relationship of borrower or depositor, debtor, or creditor.
 - (b) An officer or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his or her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor.
- 13. **PERSON:** An individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, associations, committee and any other organization or group of **persons** acting in concert.
- 14. **PUBLIC OFFICIAL:** As used herein, **public official** means members and alternates of the Board of Directors, **designated employees** of **District**, and **consultants** to and contracts of **District** required to file disclosure statements pursuant to this Code.
- 15. **REMOTE INTEREST:** As used in this article, **remote interest** means any of the following:
 - (a) That of an officer or employee of a nonprofit corporation, except as provided in paragraph (8) of subdivision (a) of Government Code section 1091.5.
 - (b) That of an employee or agent of the contracting party, if the contracting party has 10 or more other employees and if the officer was an employee or agent of that contracting party for at least three years prior to the officer initially accepting his or her office. For purposes of this paragraph, time of employment with the contracting party by the officer shall be counted in computing the three-year period specified in this paragraph even though the contracting party has been converted from one form of business organization to a different form of business organization within three years of the initial taking of office by the officer. Time of employment in that case shall be counted only if, after the transfer or change in organization, the real or ultimate ownership of the contracting party is the same or substantially similar to that which existed before the transfer or change in organization. For purposes of this paragraph, stockholders, bondholders, partners, or other **persons** holding an interest in the contracting party are regarded as having the “real or ultimate ownership” of the contracting party.
 - (c) That of an employee or agent of the contracting party, if all of the following conditions are met:

- (1) The agency of which the person is an officer is a local public agency located in a county with a population of less than 4,000,000.
 - (2) The contract is competitively bid and is not for personal services.
 - (3) The employee or agent is not in a primary management capacity with the contracting party, is not an officer or director of the contracting party, and holds no ownership interest in the contracting party.
 - (4) The contracting party has 10 or more other employees.
 - (5) The employee or agent did not directly participate in formulating the bid of the contracting party.
 - (6) The contracting party is the lowest responsible bidder.
- (d) That of a parent in the earnings of his or her minor child for personal services.
 - (e) That of a landlord or tenant of the contracting party.
 - (f) That of an attorney of the contracting party or that of an owner, officer, employee, or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of 10 percent or more in the law practice or firm, stock brokerage firm, insurance firm, or real estate firm.
 - (g) That of a member of a nonprofit corporation formed under the Food and Agricultural Code or a nonprofit corporation formed under the Corporations Code for the sole purpose of engaging in the merchandising of agricultural products or the supplying of water.
 - (h) That of a supplier of goods or services when those goods or services have been supplied to the contracting party by the officer for at least five years prior to his or her election or appointment to office.
 - (i) That of a person subject to the provisions of Section 1090 in any contract or agreement entered into pursuant to the provisions of the California Land Conservation Act of 1965.
 - (j) Except as provided in subdivision (b) of Section 1091.5, that of a director of or a person having an ownership interest of 10 percent or more in a bank, bank holding company, or savings and loan association with which a party to the contract has a relationship of borrower or depositor, debtor or creditor.

- (k) That of an engineer, geologist, or architect employed by a consulting engineering or architectural firm. This paragraph applies only to an employee of a consulting firm who does not serve in a primary management capacity, and does not apply to an officer or director of a consulting firm.
 - (l) That of an elected officer otherwise subject to Section 1090, in any housing assistance payment contract entered into pursuant to Section 8 of the United States Housing Act of 1927 (42 U.S.C. Sec. 1437f) as amended, provided that the housing assistance payment contract was in existence before Section 1090 became applicable to the officer and will be renewed or extended only as to the existing tenant, or, in a jurisdiction in which the rental vacancy rate is less than 5 percent, as to new tenants in a unit previously under a Section 8 contract. This section applies to any person who became a public official on or after November 1, 1986.
16. **SOURCE OF INCOME:** **Source of income**, as used in subparagraph c of paragraph No. 3 of this Appendix “A” shall not include a former employer if all **income** from the employer was received by or accrued to the **designated employee** prior to the time he or she became a **designated employee**, the **income** was received in the normal course of the previous employment, and there was no expectation by the **designated employee** at the time he or she began employment or assumed office or renewed employment with the former employee.

Appendix B

See Form 700 attached hereto.



BOARD OF DIRECTORS REPORT

MEETING DATE: SEPTEMBER 15, 2020

AGENDA ITEM: #8

DEPARTMENT: CAPITAL PROJECTS

TYPE: ACTION ITEM

PREPARED BY: RYAN GRIPP

Signature

REVIEWED BY: GENERAL MANAGER

Signature

SUBJECT: SCE CHARGE READY PROGRAM AGREEMENT EXECUTION
RECOMMENDATION

RECOMMENDATION:

Staff requests that the Board authorize the General Manager to execute the Charge Ready Transport Program Participation Agreement with Southern California Edison (SCE), which will result in the design and construction of make ready infrastructure for 14 heavy-duty charge ports at Terminal 1.

DISCUSSION:

General Background—SCE's Charge Ready Program was designed to accelerate the electric vehicle charging markets in SCE's service territory to support California's zero-emission policies. Under the program, SCE performs infrastructure work on the utility side and customer side of the meter at low to no cost to its customers. Such work includes electrical design, construction and installation of electrical equipment like transformers, switchgear and meters. The customer is responsible for procuring and maintaining the electric vehicle (EV) charging equipment. During the contract term, SCE owns and maintains the electrical equipment installed through the Charge Ready Program to ensure it remains in good working condition. In addition to covering infrastructure costs, the Charge Ready Program will provide a rebate for the charging stations, up to a certain dollar amount, based upon the power output of the equipment spec'd.

MTD Experience with the Charge Ready Program—MTD has experience with SCE's Charge Ready Program, most recently with the light-duty charging infrastructure for MTD's new Chevrolet Bolt EV relief cars. For that project, SCE completed the design, construction and electrical equipment upgrades at no cost to MTD. Furthermore, they provided MTD with a \$7,332 rebate for the 14 ChargePoint light-duty charging stations that were installed at the 14 charge ports provided by SCE. MTD staff had a very positive experience with the SCE Charge Ready Program team for the light-duty project. The SCE personnel assigned to the Program are experienced and adept at managing these types of projects. And, SCE's design consultants and contractors are proficient in their respective fields and easy to work with.

Project Description—The proposed project includes make ready infrastructure for 14 heavy-duty charge ports. The proposed location for the new electrical infrastructure is under the maintenance

BOARD OF DIRECTORS REPORT

canopy with the raised bay at Terminal 1. The preliminary design provided by SCE includes a new transformer, switchgear, above and below ground conduit and disconnects at each charger location. The proposed work will also include remediation of contaminated soils at the Salsipuedes Street driveway exit that will be exposed when trenching for the underground conduit run between the new transformer and switchgear. Acquisition and installation of the charging equipment is not covered under the Charge Ready Program and will be conducted as a separate project by MTD staff.

Program Participation Agreement—The Charge Ready Transport Program Participation Agreement is the standard agreement provided to all Charge Ready Transport applicants whose projects are approved for implementation. The terms and conditions of the Agreement were developed by SCE and are regulated by the California Public Utilities Commission. Any requested changes would have to go through a series of arduous steps/approvals and are unlikely to be considered from individual applicants as a result. Of particular significance to MTD is a provision in the Agreement that requires Charge Ready Program participants to acquire vehicles and charging stations commensurate to the number of charge ports supported through the make ready infrastructure. The vehicles and charging equipment must be procured within the 10 year term of the Agreement. If the foregoing is not met, MTD could be subject to a clawback penalty based up the proportion of buses and charging stations that have not been acquired at the end of the term. Fortunately, the clawback amount would be based upon the depreciated value of the proportion of infrastructure left unused. For MTD's proposed project (infrastructure for 14 heavy-duty charge ports), monies for 4 of the 14 charging stations and buses have been secured and the procurement of both is imminent (pending Board approval). But, MTD must acquire 10 additional charging stations and buses within the next 10 years to avoid any potential clawback penalty from SCE.

PROJECT BUDGET & FUNDING:

There is no cost to Charge Ready Program participants other than the obligation to acquire a quantity of vehicles and charging equipment equivalent to the number of charge ports supported by SCE's make ready infrastructure during the 10-year Agreement term. MTD's proposed Charge Ready Program project is also eligible for SCE's Charging Equipment Rebate, which provides 50% of the charging equipment cost, up to \$20,500 (hardware only; does not cover other costs such as installation or networking).

IMPLEMENTATION:

If the Board authorizes the General Manager to execute the Charge Ready Transport Program Participation Agreement with SCE, MTD's project will shift to the design phase. At that point, SCE's design consultants will develop the permit package to be submitted to the City of Santa Barbara, and a work plan to be submitted to the Santa Barbara County Environmental Health Services department. Once the project is permitted and work plan approved, SCE's contractor will perform all construction related activities. SCE's anticipated timeline for completion is approximately six months from execution of the Agreement.

CHARGE READY TRANSPORT PROGRAM PARTICIPATION AGREEMENT

This Charge Ready Transport Program Participation Agreement (Agreement) sets forth the terms and conditions for Program Participant to participate in the Charge Ready Transport Program. Pursuant to the terms of this Agreement, SCE will (1) install the Infrastructure (as defined herein) at no cost to the Program Participant; and (2) if applicable, remit the Charging Equipment Rebate and the Make-Ready Rebate after all terms and conditions have been met by the Program Participant.

All Program Participants are eligible for no-cost installation of the utility-side and customer-side make-ready infrastructure. Only Program Participants meeting one of the following requirements will be eligible for the Charging Equipment Rebate:

- (1) Program Participant is installing Charging Equipment listed on the Approved Product List (APL) to service transit or school buses; or
- (2) Program Participant is installing Charging Equipment listed on the APL at a project site that is located in a designated Disadvantaged Community (DAC) and the Program Participant is NOT listed on the Fortune 1000 list.

Program Participant hereby agrees to the following terms and conditions of the Charge Ready Transport Program (the "Program").

APPROVED CHARGING EQUIPMENT

Total Number of Approved Charging Equipment:

The commitment to procure and install the approved Electric Vehicle Supply Equipment (EVSE) applies whether or not the Program Participant is eligible for the Charging Equipment Rebate, as SCE will design and install the Infrastructure based on this commitment.

The Program Participant is required to install the approved EVSE Count set forth in this Agreement. Failure to procure and install the agreed upon EVSE Count may lead to termination of this Agreement, at SCE's discretion.

1.

Approved EVSE Count:

EVSE Count	Power Output Level
14	51 - 150 kW

EVSE stands for Electric Vehicle Supply Equipment. For most sites, the EVSE consists of a charging station and the EVSE count is equal to the charging station count.

However, for modular DC systems, the EVSE consists of a power cabinet and dispensers. The power cabinets will determine the EVSE count and power output level.

Charging Equipment Rebate Amount (if applicable):

If Program Participant is eligible for the Charging Equipment Rebate, the rebate amount paid to the Program Participant will be reduced to ensure that when combined with any other third-party rebates or incentives, the total rebate received by Program Participant does not exceed the Program Participant's total costs for procuring and installing the equipment. Following the successful installation of the Charging Equipment, the Program Participant will certify whether it has received any other third-party rebates or incentives, so that SCE can determine the appropriate Charging Equipment Rebate.

The following table provides the current charging equipment rebate amount categorized by power output level. These values will be used when calculating incentives for rebate eligible participants.

2.

Power Output Rebate Category	Eligible Rebate Amount*
0 kW - 19.2 kW	50% of the cost of EVSE, up to \$1,500
19.3 kW - 50 kW	50% of the cost of EVSE, up to \$11,500
51 kW - 150 kW	50% of the cost of EVSE, up to \$20,500
151+ kW	50% of the cost of EVSE, up to \$35,000
*Rebate only covers hardware cost--no other costs such as installation or networking	

EVSE stands for Electric Vehicle Supply Equipment. For most sites, the EVSE consists of a charging station and the EVSE count is equal to the charging station count.

However, for modular DC systems, the EVSE consists of a power cabinet and dispensers. The power cabinets will determine the EVSE count and power output rebate category. SCE will include the total cost of the power cabinet and dispensers in rebate calculation.

APPROVED SITE LOCATION AND DESIGN

3.

Description of Approved Location at the Site: **Chargers located under the covered bus parking area at north of property.**

4.

Conceptual Design of the Charge Ready Transport deployment on Program Participant's Site: **Attached**

MAKE-READY INFRASTRUCTURE WORK

5.

The Make-Ready infrastructure:

- ☐ self-installed customer-side make-ready
- ☒ SCE-installed make-ready

APPROVED VEHICLE ACQUISITION PLAN

The Program Participant agrees to adhere to the Electric Vehicle (EV) Acquisition Plan as described below. The Plan may only be modified with consent of SCE, in SCE's sole discretion. For Transport Refrigeration Units (TRUs), the Vehicle Acquisition Plan is a commitment that the stated number of unique TRUs will use the infrastructure within the estimated delivery date. These TRUs may be owned/leased by the customer or owned/leased by others using the site.

Vehicle Acquisition Plan:

Delivery Date	Vehicle Class	Vehicle Count
12/31/2021	Transit bus	4
12/31/2025	Transit bus	5
12/31/2029	Transit bus	5

PROGRAM PARTICIPATION TERMS AND CONDITIONS

Program Participant agrees that its participation in the Charge Ready Transport Program is subject to the following terms and conditions:

6. Definitions:

AHJ – Authority Having Jurisdiction:

The responsible government entity having geographically-based jurisdiction that typically approves, inspects and permits construction projects (e.g., City, County, Fire, Division of State Architect, etc.).

Approved Product List:

The list of Charging Equipment qualified by SCE and meeting SCE's technical requirements. Program Participant must select Charging Equipment from the Approved Product List in order to receive a Charging Equipment Rebate (if available).

CalEnviroScreen 3.0:

The California Communities Environmental Health Screening Tool (CalEnviroScreen) was released by the Office of Environmental Health Hazard Assessment (OEHHA), on behalf of the California Environmental Protection Agency (CalEPA). CalEnviroScreen identifies California communities by census tract that are disproportionately burdened by, and vulnerable to, multiple sources of pollution. For more information, please visit <https://oehha.ca.gov/calenviroscreen>.

Charge Ready Portal:

The website where Program Participants can apply for the Program, check application status, and upload most required documents. (<https://chargereadytransport.sce.com>)

Charging Equipment

Qualifying Charging Equipment that meets the technical specifications set forth by SCE. Charging Equipment that qualifies for the Rebate, if available, are listed in the Approved Product List, which can be found through the Program's web portal (<https://chargereadytransport.sce.com>)

Charging Equipment Supplier:

The entity from which the Charging Equipment is purchased.

Charging Equipment Rebate:

Financial reimbursement paid to an eligible Program Participant, or its designee, pursuant to this Agreement, to off-set a portion of the purchase of approved Charging Equipment.

Charging Station:

An individual charging station unit that may contain one or more charging ports for the purpose of connecting the electric vehicle to a grid-connected power source capable of recharging the vehicle's battery pack. The individual connectors of the Charging Station are referred to as ports. Each charging station can charge one or more vehicles depending on the number of ports the unit is equipped with.

Commitment Period:

The 10-year period where Program Participant must maintain all Charging Equipment in working order at the Site. The Commitment Period will commence on the In-Service Date of the Charging Equipment.

Conceptual Design:

Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement.

California Public Utilities Commission (CPUC):

The California state regulatory agency that is responsible for regulating privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.

CPUC's Transportation Electrification Safety Requirements Checklist:

The Safety Requirements Checklist applies to CPUC-Approved Transportation Electrification Programs and can be downloaded from: www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?id=6442458882

Customer-Side of the Meter Infrastructure:

See "Make-Ready Infrastructure"

Disadvantaged Communities (DACs):

Census tracts in SCE's service territory with a top quartile score according to California Environmental Protection Agency's CalEnviroScreen 3.0 tool.

Electric Vehicle Infrastructure Training Program (EVITP) Certification:

The document certifying an electrician has gone through the Electric Vehicle Infrastructure Training Program process. For more information, please visit <https://www.evitp.org>

Electric Vehicle Supply Equipment (EVSE):

For most sites, the EVSE consists of a charging station. For modular DC systems, the EVSE consists of a power cabinet and dispensers.

Eligible TOU Rates:

All SCE TOU rate plans, which feature energy charges that vary based on the time of day, the day of the week, and the season. Some plans also include demand charges that are based on the maximum amount of electricity your business uses at once. For more information, please visit <https://www.sce.com/business/rates/time-of-use>, or <https://www.sce.com/business/rates/electric-car-business-rates>.

Final Design:

Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement. The Final Design is the engineered construction drawing submitted for permitting and will be completed after this Agreement is executed and prior to start of construction.

Final Invoice:

Statement of the total amount paid by Program Participant to Charging Equipment Supplier(s) for the purchase of Charging Equipment.

Grant of Easement:

A contractual agreement to grant right of way for SCE to construct, maintain, operate, and repair any SCE-installed infrastructure.

In-Service Date:

The date in which a Charging Equipment is installed and operational.

Infrastructure:

The necessary Infrastructure on both the utility-side and customer-side of the electric meter (i.e., “make-ready”) that SCE will design, construct, and install at no cost to the Program Participant pursuant to this Program. Infrastructure, as defined herein, does NOT include (1) purchase or installation of the Charging Equipment; or (2) the customer-side portion of the make-ready infrastructure, if the Program Participant elects the self-installed customer-side make-ready option.

Make-Ready Infrastructure:

Infrastructure located on both the utility side and customer side of the meter is also referred to as the make-ready infrastructure. The utility-side make-ready infrastructure includes all infrastructure work from SCE’s distribution system to a new circuit panel that will be installed to support EV charging. SCE will ALWAYS be responsible for designing, procuring, installing and maintaining the necessary infrastructure located on the utility side of the meter. The customer-side make-ready infrastructure includes all infrastructure from the new panel that will be set as part of the utility-side infrastructure work, up to the first point of interconnection with the Participant’s Charging Equipment.

Make-Ready Rebate:

The rebate intended to offset a portion of the Participant’s costs if Participant elects to perform the customer-side make-ready infrastructure work, following the completed installation of the make-ready infrastructure and submission of required documentation.

Network Service Provider:

The third-party entity that will provide Network Services for the Charging Equipment. The Network Service Provider will be required to transmit port level data and other information to SCE complying with Program requirements. The specific requirements are further described in the Program Handbook.

Preliminary Design:

The set of engineered, working drawings of the Infrastructure. The design includes project specifications, conduit routing, electrical equipment specifications and calculations, project related Site improvements and construction details.

Program:

Also referred to as the Charge Ready Transport Program (CRTP). The Charge Ready Transport Program is designed to help Program Participants install the charging infrastructure needed to electrify their medium- and heavy-duty fleets and non-road vehicles.

Program Handbook:

The Charge Ready Transport Program Handbook is an informational document that provides a description of the program offering, Program Participant obligations and related activities.

Program Participant:

The SCE non-residential customer that enters into this Agreement.

Property Owner/Site Owner:

Individual or entity authorized representative of entity holding title in the Site where the Charging Equipment and Infrastructure will be located.

Rebate Payment:

The payment made by SCE to Program Participant, or its designated assignee, after the eligible Program Participant procures and installs the Charging Equipment or meets the requirements of the Make-Ready Rebate, in accordance with this Agreement, as verified by SCE, in SCE's sole discretion. The Rebate Payment may include the Charging Equipment Rebate, the Make-Ready Rebate, or both as applicable.

Reservation Approved Date:

Date on which the Agreement is executed by SCE, which will be after the Program Participant executes the Agreement. The Reservation Approved Date is set forth in Section 24 hereof.

Site:

The premises, owned, leased or operated by Program Participant, where the Charging Equipment will be installed.

Utility-side Infrastructure:

See "Make-Ready Infrastructure."

7. Eligibility:

Program Participant certifies that it meets, and will continue to meet throughout its participation in the Program, all eligibility requirements of the Program, including, but not limited to:

- a. Program Participant agrees to purchase and install the Charging Equipment, as set forth in this Agreement. Program Participant agrees that the number of Charging Stations, the models and their charging level cannot be modified after execution of this Agreement, without express written consent of SCE, at SCE's discretion.
- b. Program Participant agrees to adhere to the Electric Vehicle (EV) Acquisition Plan
- c. Program Participant is a non-residential SCE customer with at least one active service account with SCE.
- d. The Site is located in SCE's service territory.
- e. Program Participant agrees to provide, or cause the Site Owner to provide, SCE with the rights of way across public or private property (as applicable) and to obtain any necessary permits to install Charging Equipment, without cost to SCE.
- f. Program Participant will comply with all Program requirements outlined in the Program Handbook ([link](#)) and Quick Reference Guide ([link](#)).

8. Additional Representations of Program Participant during the Term of the Agreement:

Program Participant:

- a. Agrees that any Charging Equipment installed will either be listed on SCE's Approved Product List or, if not listed, meets SCE's requirements as outlined in the Program Handbook. Program Participant will ensure that ALL Charging Equipment selected for installation under this Program, and during the commitment period, is first approved by SCE.
- b. Agrees to procure, own, install, operate, and maintain the Charging Equipment in good working order at the site for not less than ten (10) years from the In-Service Date of Charging Equipment ("Commitment Period").
- c. Agrees that if at any time during the Commitment Period the Charging Equipment is replaced, all associated costs will be the responsibility of the Program Participant.
- d. Agrees to adhere to its Electric Vehicle (EV) Acquisition Plan. The Plan included in this Agreement may only be modified with consent of SCE, in SCE's sole discretion. Program Participant understands and agrees that it is responsible to pay a pro rata share of SCE's costs of the Infrastructure constructed to accommodate the EV Acquisition Plan, and, if applicable, to pay back a pro rata share of the Charging Equipment Rebate and Make-Ready Rebate paid by SCE to Program Participant or its designated assignee, if applicable, to the extent that Program Participant does not acquire all of the EVs set forth in the EV Acquisition Plan.
- e. Agrees to contract with a qualified electric vehicle charging equipment Network Service Provider to record and transmit EV charging usage data supporting on-road vehicles for not less than five (5) years from the In-Service Date of the Charging Equipment.

- f. Agrees to obtain the consent of its qualified Network Service Provider to provide SCE with access to certain information required by the CPUC, including, but not limited to, the duration of each charge, rate, cost, and load.
- g. Program Participant authorizes SCE to act on Program Participant's behalf to share Program Participant's billing records, billing history and all meter usage data used for bill calculation for all meters participating in the Charge Ready Transport program with third-party program evaluators. This authorization expires five (5) years from the date Program Participant turns on service for the EVSE installed as part of Charge Ready Transport.
- h. Acknowledges and agrees that the actual Infrastructure may vary from the Conceptual Design, if, in SCE's sole discretion, actual Site conditions or AHJ direction requires such changes.
- i. Acknowledges that funding pursuant to this Agreement is only reserved after SCE receives a copy of this Agreement signed by Program Participant and Property Owner (if different from Program Participant) and SCE executes the Agreement. The Program Participant also acknowledges that reserved funding may be withdrawn and SCE may terminate this Agreement, both in SCE's sole discretion, if Program Participant breaches the Agreement, including, but not limited to, failing to follow the EV Acquisition Plan or failing to construct and install the customer-side make-ready infrastructure, if Program Participant elects the self-install option.
- j. Agrees to comply with the established timelines and required documentation set forth in the Charge Ready Transport Program Handbook – Program Participation Quick Reference Guide.
- k. Represents and warrants that in the event that Program Participant has applied for or received any other incentives or rebates for the Charging Equipment, Program Participant shall notify SCE of any such incentives or rebates as soon as reasonably practicable. In the event that any such incentives or rebates, when combined with the Charging Equipment Rebate, would reimburse Program Participant for more than 100 percent of the cost of the Charging Equipment, SCE shall decrease the Charging Equipment Rebate amount if not yet paid, or if already paid, submit a reimbursement request to the Program Participant for the amount of the Rebate Payment exceeding 100 percent of the cost of the Charging Equipment.
- l. Agrees to submit a completed IRS tax form W-9, and California Franchise Tax Board form 590 if applicable, in order for SCE to process any Rebate Payment. If the Program Participant does not qualify to receive any rebates under this program, these forms will not be required.
- m. Represents and warrants that the execution and delivery of this Agreement, and the performance by Program Participant of its obligations under this Agreement, have been duly and validly authorized, and this Agreement is a legal, valid and binding obligation of Program Participant.
- n. Agrees to ensure state-licensed and insured general contractors and installers of any self-installed customer-side make-ready infrastructure are IBEW-signatory and EVITP certified.
- o. Represents and warrants that it has, or will, contract with a licensed Charging Equipment installer that meets all requirements of the Program.
- p. Agrees to participate in Customer Satisfaction Surveys following completion of the Project, upon request of SCE.
- q. Agrees that SCE may collect or receive this data directly from the Program Participant's contracted EV Network Service Provider.

- r. Agrees to ensure information of newly installed and accessible to the general public Charging Equipment are registered with the US Department of Energy's Alternative Fuel Data Center (<https://afdc.energy.gov/stations/#/analyze>) and only one set of information is reported between the Program Participant and Charging Equipment Supplier.
- s. Agrees to comply with all requirements included in the CPUC's Transportation Electrification Safety Requirements Checklist for customer-side make-ready infrastructure work.
- t. Agrees to report any charging equipment that is publicly-accessible to the US Department of Energy's EV Charging Station Locations mapping tool, accessible at: https://www.afdc.energy.gov/fuels/electricity_locations.html#/find/nearest?fuel=ELEC.

9. SCE Representations:

- a. SCE, at its sole discretion and in accordance with its applicable tariffs, design standards, and AHJ permitting requirements, will locate, design, and install the Infrastructure. SCE is responsible for all costs associated with Infrastructure deployed by SCE pursuant to this Agreement.
- b. SCE will pay the Charging Equipment Rebate, if applicable, after SCE has verified correct installation of the Charging Equipment, consistent with this Agreement, subject to Program Participant meeting all Program requirements. The actual Charging Equipment Rebate Payment amount shall not exceed the actual reasonable costs of the Charging Equipment, as set forth in the Final Invoice and consistent with the Program Participant's contract with the Charging Equipment Supplier(s).
- c. SCE will pay the Make-Ready Rebate, if applicable, in accordance with the terms and conditions of this Agreement and the Customer-Side Make-Ready Infrastructure Installation Addendum.

10. Term and Termination:

- a. **Term:** The term of this Agreement shall begin upon the date that both Parties have signed the Agreement and end ten (10) years from the In-Service Date of the Charging Equipment, unless otherwise terminated earlier pursuant to this Agreement (“Term”).
- b. **Termination:** If the Program Participant fails to comply with any of the terms and conditions of this Agreement, SCE, in its sole discretion, may terminate this Agreement after sending Program Participant a notice of default that remains uncured for five (5) business days from receipt, except in the case of a safety or security violation, in which case, SCE may terminate the Agreement immediately and take all other necessary actions, including but not limited to, disconnecting power to the Charging Equipment, in SCE’s sole discretion, to cure such safety or security violation(s).
- c. **Termination Costs:** If this Agreement is terminated prior to the end of the Term because (1) Program Participant terminates its participation in this Program, (2) Program Participant, prior to the end of the Commitment Period, fails to install, or removes without replacing, the Charging Equipment or Program Participant-owned make-ready infrastructure, if applicable; or (3) SCE terminates this Agreement due to Program Participant’s failure to comply with the terms and conditions of the Agreement, in accordance with Section 5.b. (Termination) hereof, the Program Participant shall pay (a) all costs actually incurred, or committed to be incurred, by SCE, as of the termination date, in connection with designing and deploying the Infrastructure at the Site; and (b) the Rebate Payment (if already paid). If the Charging Equipment or the Make-Ready Infrastructure, if applicable, are installed, the amount due to SCE for both (a) and (b) above will be prorated over a ten-year period, beginning from the In-Service Date of the Charging Equipment. SCE will invoice the Program Participant for such costs, and Program Participant shall pay such invoice within 60 days of receipt.

11. Indemnification and Liability; No Representations or Warranties:

- a. Program Participant understands that SCE makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the Charging Equipment. Further, SCE makes no warranty, whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products and services under the Program. Program Participant agrees that SCE has no liability whatsoever concerning (1) the quality, safety or installation of such products, including their fitness for any purpose, (2) the workmanship of any third parties, (3) the installation or use of the products. Program Participant hereby waives any and all claims against SCE, its parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of SCE under the Program. Without limiting the generality of the foregoing, none of such parties shall be liable hereunder for any type of damages, whether direct, or indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use, regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.
- b. Indemnification of SCE. To the fullest extent permitted by law, Program Participant shall indemnify, defend, and hold harmless SCE, and its parent company, subsidiaries, affiliates, and their respective shareholders, officers, directors, employees, agents, representatives, successors, and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs, or expenses, including without limitation reasonable attorneys' fees (a "Claim"), resulting from (a) any breach of the representations, warranties, covenants, or obligations of Program Participant under this Agreement, (b) any act or omission of Program Participant, whether based upon Program Participant's negligence, strict liability, or otherwise, in connection with the performance of this Agreement, or (c) any third-party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any way to Program Participant's performance or nonperformance under this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the sole negligence or willful misconduct of SCE.
- c. Defense of Claim. If any Claim is brought against the Indemnified Parties, Program Participant shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Program Participant may exist with respect to such Claim. If a conflict precludes Program Participant from assuming the defense, then Program Participant shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' defense costs through separate counsel of the Indemnified Parties' choice. If Program Participant assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Program Participant of any of its obligations hereunder.

12. Miscellaneous:

All Applicable Tariffs Apply. All applicable SCE tariffs apply to service provided pursuant to this Agreement, with the following exceptions:

- a. Rules 15 and 16. Distribution Line and Service Extensions: Because SCE will design and install the Infrastructure at no cost to Program Participant, sections in Rules 15 and 16 that address applicant responsibilities or options are not applicable to Program Participants while participating in the Charge Ready Transport Program. This may include, but is not limited to, allowances, contributions or advances, payments, refunds, and design and installation options. This exception does not apply to certain responsibilities found in Rule 16, such as, but not limited to, Section A.10, providing rights of way or easements; Section A.11, providing access to the location; and Section D.1, providing a clear route for the Service Extension.
- b. Survival. Program Participant's obligation to pay Termination Costs and to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.
- c. Assignment. Program Participant shall not assign this Agreement without the prior written consent of SCE; to be granted or denied in SCE's sole discretion. Any assignment and assumption shall be in a form acceptable to SCE, in SCE's sole discretion.
- d. This Agreement is subject to the applicable provisions of SCE's Tariff Schedule CRTP filed and authorized by the California Public Utilities Commission. This Agreement shall, at all times, be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- e. Incentives and Rebates are taxable and if greater than \$600 will be reported to the IRS unless the payee is exempt. The payee must submit a completed W-9 for tax purposes. SCE will report the rebate as income on IRS Form 1099. The payee should consult its tax advisor concerning the taxability of the Rebate Payment.

This Agreement will be signed electronically. After the Program Participant has uploaded the completed Agreement to the Charge Ready Portal, SCE will verify for completeness and accuracy and will execute the Agreement and reserve funding accordingly.

AGREEMENT BY PROGRAM PARTICIPANT

By signing in the space below, you represent that the information provided in this Agreement is true, accurate and complete, and that you will comply with the terms and conditions outlined in this Agreement. You also represent and warrant that you are a duly authorized representative of Program Participant with the requisite authority to enter into this Agreement. For federal government Program Participants, you must be a Contracting Officer authorized to enter into this Agreement.

13.	Name of Program Participant Representative: Jerry Estrada
14.	Title of Program Participant Representative: General Manager
15.	<input type="checkbox"/> I certify that the information provided is accurate and complete and that I have authority to sign this Agreement on behalf of Applicant.
16.	Date:

AGREEMENT BY PROPERTY OWNER

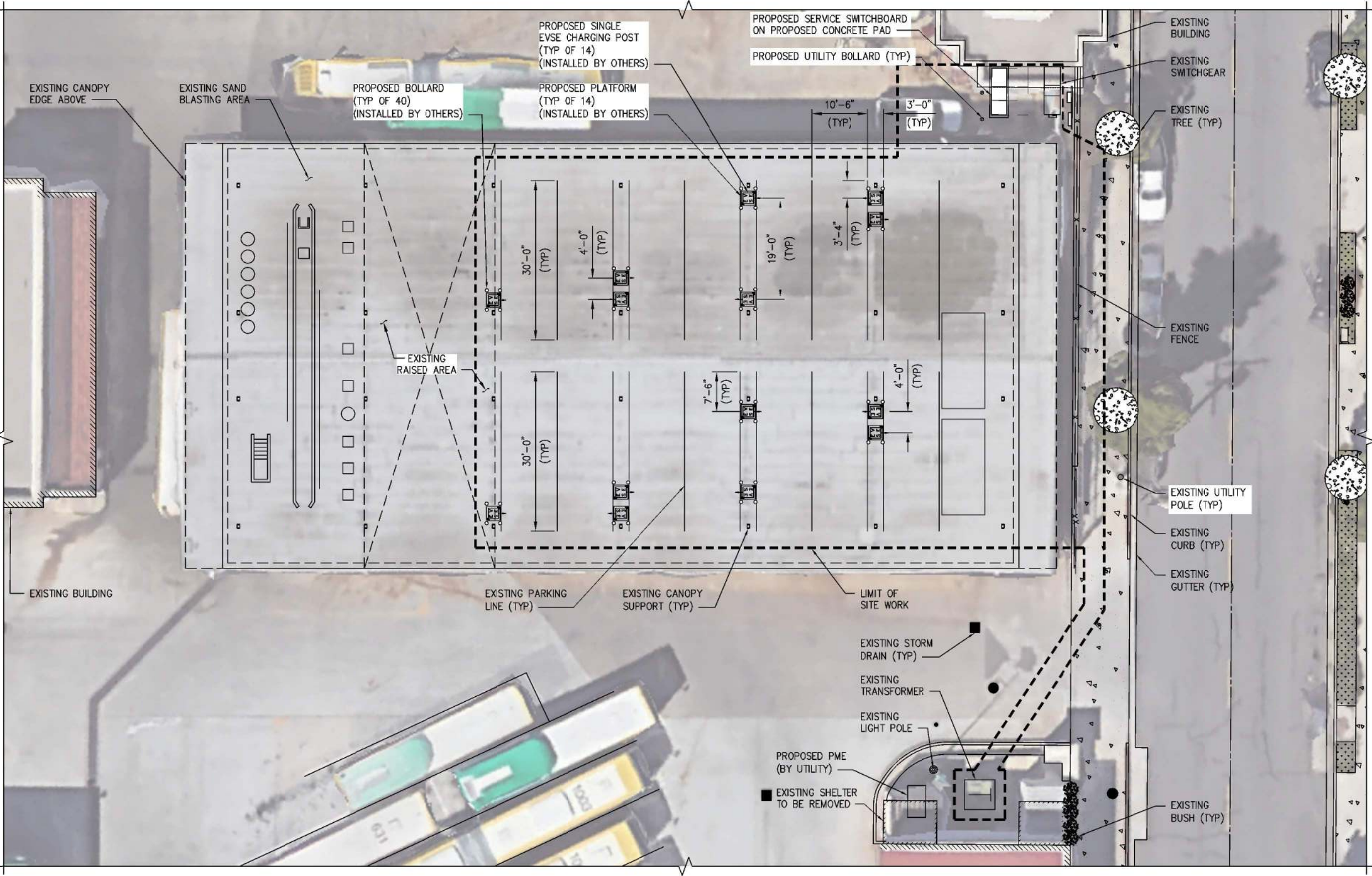
By signing in the space below, you represent and warrant that you are a duly authorized representative of the owner of the property on which the Site is located and that you have the requisite authority to consent to the use of the property in the manner set forth in this Agreement. You also represent that Property Owner hereby approves the installation and operation of the Infrastructure and the Charging Equipment, as well as any other necessary equipment to deploy the Charging Equipment pursuant to the Charge Ready Transport Program as described in this Agreement. You further agree to execute the Easement Agreement within 30 calendar days after Easement Agreement is provided by SCE.

17.	Name of Property Owner Representative:
18.	Title of Property Owner Representative:
19.	<input type="checkbox"/> I certify that I have authority to sign this Agreement on behalf of the Property Owner.
20.	Date:

APPROVAL BY SCE AND RESERVATION OF FUNDS

21.	Name of SCE Representative:
22.	Title of SCE Representative:
23.	<input type="checkbox"/> I certify that I have authority to sign this Agreement on behalf of SCE.
24.	Reservation Approved Date:

- NOTES
1. SOD PLANTED IN THE FALL MUST ESTABLISH ITS ROOTS BEFORE THE FIRST WINTER FROST. DETERMINE WHEN THE FIRST FROST USUALLY OCCURS, AND PLANT THE SOD NO LATER THAN ONE MONTH BEFORE THE FIRST FROST. IF THE CONSTRUCTION IS FINISHED LATER THAN ONE MONTH BEFORE THE FIRST FROST, USE STRAW UNTIL SOD CAN BE INSTALLED.
 2. THE CONTRACTOR SHALL RETURN SIDEWALKS, LANDSCAPING, PLANTERS, IRRIGATION SYSTEMS, AND ANY OTHER FACILITIES DISTURBED BY THE WORK TO THE SAME OR BETTER CONDITION THAN EXISTED PRIOR TO THE COMMENCEMENT OF THE WORK.



LEGEND

● EXISTING MANHOLE	PROPOSED SWITCHGEAR	--- LIMITS OF SITE WORK	PROPOSED PLATFORM
■ EXISTING STORM DRAIN	SINGLE PORT EVSE CHARGING POST	— ELECTRICAL FROM PANEL TO EVSE, DEDICATED CIRCUIT PER EVSE (<2")	
SCE TRANSFORMER, T&D	--- SCE ELECTRICAL SERVICE SUPPLY TO METER, BY T&D	○ PROPOSED BOLLARD	

SOUTHERN CALIFORNIA EDISON

CHARGE READY PROGRAM



BLACK & VEATCH

6800 W 115th ST, SUITE 2292
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	402809
DRAWN BY:	AKJ
CHECKED BY:	NMB

REV	DATE	DESCRIPTION
A	06/25/20	ISSUED FOR 50% REVIEW

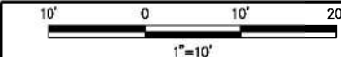
NOT TO BE USED FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

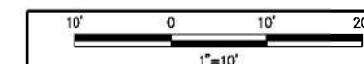
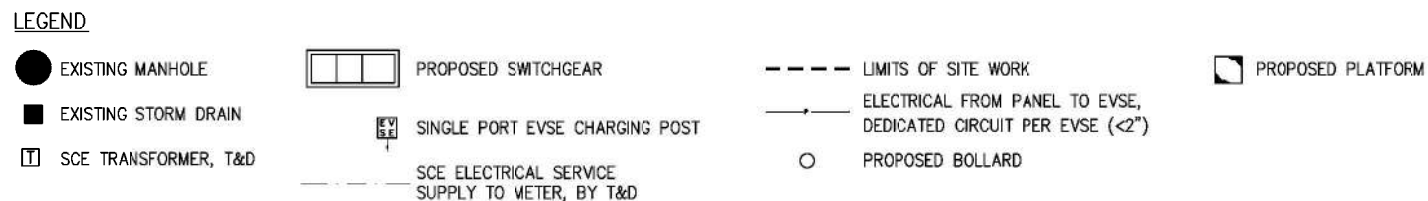
SCE_CRT-2020-0044
SANTA BARBARA MTD
550 OLIVE STREE
SANTA BARBARA, CA 93103

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C-3

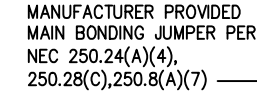


1. REFER TO CONDUIT AND WIRE SCHEDULE ON E-2 FOR CONDUIT AND WIRE REQUIREMENTS.



E-1

SCE_CRT-2020-0044
SANTA BARBARA MTD
550 OLIVE STREE
SANTA BARBARA, CA 93103



#6 SOLID AWG CU
GROUNDING
ELECTRODE
CONDUCTOR PER
NEC 250.66 (A) -

GROUNDING ELECTRODE
5/8"x8'-0" COPPER CLAD
GROUND ROD INSTALLATION
PER NEC 250.52(A)(5),
250.53(A) AND 250.68 —

— #4 AWG BARE CU
GROUNDING ELECTRODE
CONDUCTOR PER NEC 250.66(B)

— CONCRETE ENCASED ELECTRODE
PER NEC 250.52(A)(3)(1) OR (2)

CONDUIT AND WIRING SCHEDULE

1. STANDARD RATED SERVICE PANELS, OVER CURRENT PROTECTION DEVICES AND WIRE SIZES BASED ON CEC/CEC REQUIREMENTS AT 125% CONTINUOUS LOAD. 100% RATED SERVICE PANELS, OVER CURRENT PROTECTION DEVICES AND WIRE SIZES BASED ON CEC/CEC REQUIREMENTS AT 100% CONTINUOUS LOAD.
2. PER CEC 210.19 (A) INFORMATIONAL NOTE#4, "CONDUCTORS FOR BRANCH CIRCUITS AS DEFINED IN ARTICLE 100, SIZED TO PREVENT A VOLTAGE DROP EXCEEDING 3 PERCENT AT THE FARTHEST OUTLET OF POWER, HEATING, AND LIGHTING LOADS OR COMBINATION OF SUCH LOADS. AND WHERE THE MAXIMUM TOTAL VOLTAGE DROP ON BOTH FEEDERS AND BRANCH CIRCUITS TO THE FARTHEST OUTLET DOES NOT EXCEED 5%."
3. PROPOSED UTILITY CTS/PTS SHALL BE LOCATED WITHIN COMPARTMENTS APPROVED BY THE UTILITY AS SHOWN IN THIS DRAWING PACKAGE.

CHARGE READY PROGRAM



6800 W 115th ST, SUITE 2292
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	402809
DRAWN BY:	AKJ
CHECKED BY:	NMB

A	06/25/20	ISSUED FOR 50% REVIEW
REV	DATE	DESCRIPTION

**NOT TO BE USED
FOR CONSTRUCTION**

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS
THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED
PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SCE_CRT-2020-0044
SANTA BARBARA MTD
550 OLIVE STREE
SANTA BARBARA, CA 93103

SHEET TITLE

SINGLE LINE DIAGRAM

SHEET NUMBER
E-2



BOARD OF DIRECTORS REPORT

MEETING DATE: SEPTEMBER 15, 2020

AGENDA ITEM: #9

DEPARTMENT: CAPITAL PROJECTS

TYPE: ACTION ITEM

PREPARED BY: RYAN GRIPP

Signature

REVIEWED BY: GENERAL MANAGER

Signature

SUBJECT: PURCHASE OF FOUR 40' NEW FLYER BATTERY ELECTRIC BUSES

RECOMMENDATION:

Staff recommends that the Board authorize the General Manager to execute an agreement with New Flyer of America Inc. (New Flyer), in an amount not to exceed \$4,778,284 to procure four 40', low floor, battery-electric buses (BEBs) and accessories using the California Department of General Services (DGS) Contract 1-19-23-17B. Such purchase is contingent upon receipt of a Federal Transit Administration (FTA) mandated Pre-Award Buy America Audit report indicating compliance with Buy America requirements, which is currently underway by a third party auditor contracted by MTD.

BACKGROUND:

MTD's ZEV Fleet Goal and Innovative Clean Transit Regulation—On September 20, 2018, the Board unanimously adopted a goal to transition MTD's fleet to 100% zero-emission vehicles (ZEV) by 2030. To date, MTD operates 14 heavy-duty BEBs in revenue service and 10 light-duty battery-electric relief cars. The current ZEV fleet builds upon a decades-long tradition of electric vehicle deployments that give MTD the proud distinction as a pioneering agency in ZEV adoption. While commendable, MTD's acquisition of ZEVs is no longer discretionary. On December 14, 2018, the California Air Resources Board adopted the Innovative Clean Transit (ICT) regulation mandating a statewide zero-emission transit system by 2040 with specific ZEB acquisition thresholds within the next decade. The procurement of the four 40' BEBs will aid MTD in meeting its obligations under the ICT regulation.

Buses to be Replaced—The four BEBs will replace four 40', low floor, renewable diesel (RD) buses that have exceeded their useful life. FTA has set a default Useful Life Benchmark for transit buses at 14 years. The 2004 Gillig buses selected for replacement (units 601, 604, 608 and 610) are beyond the benchmark, and combined, have accumulated over 2 million road miles.

BUDGET & FUNDING:

The FY 2020-21 Capital Budget for bus acquisitions is \$16,724,000, which is comprised of existing FTA 5339 and TDA-STA funds, and anticipated discretionary grant funding. While MTD did not receive funding from the various discretionary grants, \$4,778,284 (\$1,194,571 per bus) of existing FTA 5339 and TDA-STA funds will be used to purchase the four BEBs. That amount will

BOARD OF DIRECTORS REPORT

provide a contingency of \$350,152 based upon the current quote from New Flyer (\$1,107,033 per bus) for any miscellaneous bus configuration/specification changes made between the time of order and production.

For three of the four buses, MTD staff has begun the application process for Volkswagen Environmental Trust Funding, which is a grant opportunity that will provide up to \$180,000 per bus. For the fourth bus, MTD has already received \$65,455 from a Santa Barbara Air Pollution Control District (SBAPCD) administered Carl Moyer grant. Staff hopes to stack the Carl Moyer grant with California Air Resources Board's Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) monies. HVIP anticipates accepting new voucher requests beginning in early 2021 when FY 2020-21 funding becomes available. In FY 2019-20, HVIP provided up to \$175,000 for a 40' BEB, which if repeated in FY 2020-21, would provide the fourth bus with up to \$240,455 in grant funding between the two programs.

PROCUREMENT METHOD:

California Department of General Services—As an efficient and effective means for major acquisitions, MTD staff turned to the California Department of General Services (DGS) for the procurement of the four BEBs. In the past, MTD has successfully used DGS contracts (most recently for the acquisition of the 10 Chevrolet Bolt electric service vehicles). DGS manages all major business services for the state of California. An important function of the agency is the procurement of goods and services. DGS conducts formal solicitation activities that result in cooperative agreements with favorable pricing. The DGS' methodology is thorough and comprehensive, which enables most state and other government agencies in California to fulfill internal procurement policies and purchase from the DGS' cooperative agreements. This method significantly reduces the procurement time and resources in acquiring the needed equipment or services that require a formal solicitation and includes the added benefit of volume pricing.

New Flyer of America Contract Award—Last year, DGS carried out a solicitation for the purchase of transit buses on behalf of all public transit providers in the state. DGS received six proposals that were evaluated on technical specifications, cost, customer references, environmental and quality standards, battery leasing and energy storage warranties. New Flyer of America was awarded the contract for its Model XE40 in the 40-Foot Standard Low Floor Battery-Electric Bus segment. Its proposal was evaluated alongside proposals from Creative Bus Sales (El Dorado National), Creative Bus Sales (GreenPower Motor Company), Proterra, Inc., BYD Motors LLC, and Gillig LLC.

Contract Evaluation—MTD staff reviewed the procurement documents and procedures from the DGS solicitation for heavy-duty vehicles and found them to be in conformance with MTD and FTA requirements.

Price Analysis—Comparison to a valid independent cost estimate (ICE) is one of the six price analysis techniques listed in the *Pricing Guide for FTA Grantees*. While DGS performed its own price analysis prior to contract award, MTD staff also compared the pricing with six other recent, similar procurements by other transit agencies, which was the basis for the \$1,161,982 per bus ICE. The DGS contract price received by MTD from New Flyer of \$1,1107.033 per bus is \$54,949 less than the ICE. The price differential is likely due to the volume pricing provided to DGS. It should also be noted that pricing provided by other agencies for the ICE was fully-loaded and included agency specific options that result in modest variations in price (i.e. – the buses are not all spec'd the same). As a result of the foregoing, the \$1,107,033 price for a 40', low floor, BEB from New Flyer under the DGS Contract 1-19-23-17B appears to be fair and reasonable.

BOARD OF DIRECTORS REPORT

40-Foot Low Floor Battery-Electric Buses	Cost Per Bus
Independent Cost Estimate	\$1,161,982
New Flyer Price based on DGS Contract	\$1,107,033
Difference	\$ 54,949
Difference %	-4.7%

IMPLEMENTATION:

If the Board gives the General Manager authority to execute an agreement with New Flyer to procure four 40', low floor, BEBs and accessories, the order will be added to New Flyer's production queue. Current estimates from New Flyer indicate that the four buses will be manufactured in Q3 2021.

To provide the requisite electrical infrastructure for the four New Flyer BEBs and to accommodate BEBs that will be acquired in the future, staff submitted an application to Southern California Edison's (SCE) Charge Ready Program for 14 heavy-duty charge ports. MTD's application has advanced through the evaluation process, which included a site assessment and evaluation of conceptual design drawings, and was recently selected for award.



BOARD OF DIRECTORS REPORT

MEETING DATE: SEPTEMBER 15, 2020

AGENDA ITEM: #10

DEPARTMENT: CAPITAL PROJECTS

TYPE: ACTION ITEM

PREPARED BY: RYAN GRIPP

Signature

REVIEWED BY: GENERAL MANAGER

Signature

SUBJECT: ON-CALL A&E SERVICES RFQ CONTRACT AWARD RECOMMENDATION

RECOMMENDATION:

Staff requests that the Board authorize the General Manager to enter into a contract with Stantec Architecture Inc. for on-call architectural, design and engineering services for a term of three years with the option for two one-year contract extensions that may be exercised if mutually agreed to by MTD and Stantec Architecture Inc.

DISCUSSION:

General Description—As services are required, MTD will issue a Task Order to the Contractor. At a minimum, the Task Order will set forth the proposed scope of work and the time within which the Task Order must be completed. The Task Order will stipulate that the quote will be on a fixed price or not to exceed. In response, the Contractor will provide MTD a quote for the Task Order using prices included in the On-Call A&E Services contract between MTD and the Contractor. The Contractor will also include a detailed schedule highlighting major milestones of the A&E services for the project. During the term of the contract, MTD is not obligated to a minimum or maximum number of Task Order(s). Each Task Order will be limited to a project wherein the requested services for the Task Order will be in a minimum amount of \$1,000. The types of projects that may generate a Task Order from MTD include, but are not limited to, facility maintenance, facility remodels and new construction. Offerors were made aware that the execution of a contract as a result of the On-Call A&E Services RFQ does not guarantee MTD will issue any Task Orders during the term of the contract.

A&E Services Requirements—Contractor shall provide, administer or arrange the following professional design and A&E services as required to carry out the scope of work for a particular project:

- A. Work with MTD, the City of Santa Barbara, the City of Goleta, the City of Carpinteria, the County of Santa Barbara, the public or other parties as necessary during applicable stages of the project.
- B. Preliminary or Concept Design Phase
 1. Review existing concepts or plans and assess project objective opportunities and limitations.
 2. Develop conceptual designs.

BOARD OF DIRECTORS REPORT

3. Develop preliminary site and building designs.
 4. Provide preliminary construction cost estimate.
- C. Construction Document & Bid Assistance Phase
1. Develop A&E plans and specifications, including revisions.
 2. Provide assistance to MTD in developing construction bid package.
 3. Provide revised construction cost estimate based on final plans.
 4. Assist in assessing construction bids or proposals.
- D. Construction Administration Phase
1. Review construction work for conformance with approved construction documents.
 2. Provide information and/or clarification to contractor on approved construction documents.
 3. Assist MTD in assessing any proposed or necessary construction change orders.
 4. Develop and administer “punch list” for determining compliance with construction documents.
 5. Assist MTD in determining final acceptance of construction work.
- E. Additional Requirements
1. Review contractor requests for payment.
 2. Respond to requests for information (RFIs).
 3. Provide value engineering recommendations as applicable.
 4. Report construction status and progress to MTD.
 5. Monthly progress reports for each open Task Order. Such reports shall include a listing of completed tasks, schedule progress, and hours billed by category and design professional.

Potential Projects— Although specific projects are not guaranteed to the Contractor, it is anticipated that projects pursued under this contract will include or be similar to the following:

- **Terminal 2 Reactivation:** Proposed improvements associated with this effort include the addition of an above ground fuel storage tank and dispensers; new fare vault; general perimeter improvements including new fencing, new surveillance cameras, and removal of a portion of the existing CMU wall; electrical service upgrades; modest tenant improvements to existing buildings; new LED lighting throughout and landscape improvements.
- **Energy Storage and Photovoltaic System Installation:** Proposed project would include the development of an energy storage and photovoltaic system at Terminals 1 and 2 to generate and store electricity for onsite usage and/or sale to a public utility. Such a system would make use of the many flat roof structures at MTD facilities. This initiative supports MTD’s goal of operating an all-electric bus fleet by 2030.
- **Electrical Infrastructure Upgrades:** The proposed work would be split into a series of projects to install new electrical infrastructure at Terminals 1 and 2 to support charging of battery electric buses. Presently, 14 of MTD’s 113 buses are battery electric. The goal is to transition the remaining buses to battery electric by 2030. This will require extensive upgrades to existing electrical infrastructure to support the massive energy demand of battery electric bus charging.

BOARD OF DIRECTORS REPORT

- General Facilities Maintenance and Upgrades: Such work includes heating, ventilation, and air conditioning unit replacement; pavement replacement/repair; bus yard striping and marking; building roof replacement; video surveillance upgrades; building efficiency upgrades; building tenant improvements; maintenance canopy repairs; building renovations; and any other capital improvement and capital maintenance project as needed.

PROJECT BUDGET & FUNDING:

Due to the on-call nature of the contract, there is no specific budgetary requirement. As described in the foregoing, projects will be assigned on an “as-needed” basis and will be initiated through a Task Order issued by MTD. As Task Orders are requested, the Board of Directors will be notified and any that exceed the General Managers contracting authority will be brought to the Board for approval.

SOLICITATION PROCESS:

Request for Qualifications—The Request for Qualifications (RFQ) procurement process was undertaken to identify the most qualified firm to provide MTD multi-discipline on-call A&E services. The RFQ was publicly noticed in April 2020 in the *Ventura County Star* and the *Santa Barbara News-Press*. It was simultaneously emailed to firms on MTD’s bidders list, which were limited to those with an office within 75 miles of Terminal 1. Due to the limitations of gathering in light on COVID-19 there was no pre-proposal conference. Instead, the solicitation documents included a copy of MTD’s *Facilities Master Plan; Facilities Assessment Report*, which provided interested parties with a detailed overview of MTD facilities and the condition of each. Subsequent questions and requests for clarification resulted in two addenda, and the bid process culminated in the receipt of 10 submittals by the May 2020 deadline.

Responsiveness & Responsibility—The submittals were reviewed for “responsiveness” to determine that all required materials, information and forms were provided. All but one submittal/firm was found responsive and the remaining nine firms progressed on to the submittal evaluation stage. After a technical review of the submittals (discussed below), the pool of firms was narrowed to three determined to be in the competitive range for the RFQ. Those submittals/firms were reviewed for “responsibility”, which included comprehensive discussions with references and an evaluation of each firm’s financial capacity to undertake the requirements of the contract. The three submittals/firms in the competitive range were found responsible and thus progressed in the process.

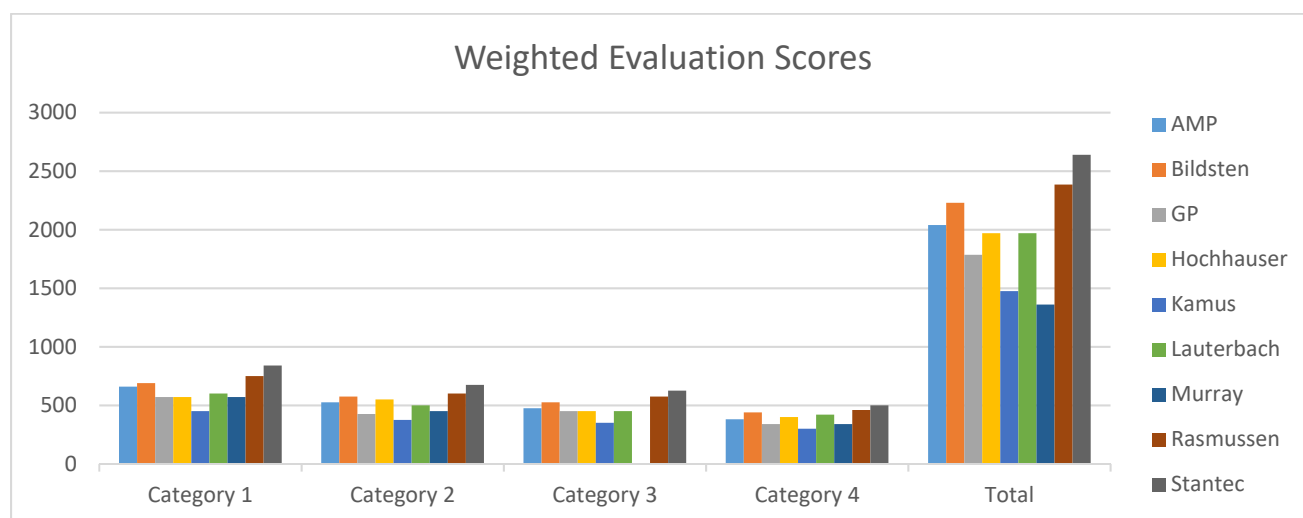
Proposal Evaluation—Because of the wide ranging disciplines listed in the *Scope of Work*, the evaluation committee was comprised of transit professionals with diverse professional experiences and backgrounds. The three-member committee included Nolan Robertson, MTD Fleet and Facilities Manager; Robert Lurie, MTD Maintenance Supervisor (retired Facilities and Maintenance Manager of Gold Coast Transit District); and Ryan Gripp, MTD Capital Projects Manager. The committee’s goal was to determine the firms whose proposals most closely met the evaluation criteria in the RFQ.

The technical evaluation was carried out in June 2020. The committee members independently reviewed each firm’s proposal and came together to score them based upon the following criteria: technical qualifications and experience of the firm; qualifications of key personnel; work plan; and record of past performance. Each criterion was weighted by importance according to the following table:

BOARD OF DIRECTORS REPORT

Category	Description	Scoring Criteria
1. Technical Qualifications and Experience of the Firm	Experience in performing work similar in nature and/or related to the work described in the <i>Scope of Work</i> ; experience working with transit or other public agencies; strength and stability of the firm, including consultant team. A local office within 75 miles of the project site.	30
2. Qualifications of Key Personnel	Qualifications and previous experience of personnel; key personnel's level of involvement in performing related work cited in the <i>Scope of Work</i> .	25
3. Work Plan	Provides sufficient detail to demonstrate understanding of the work; provides a clear and logical outline of how offeror will execute the work; and provides sufficient information to demonstrate that there are mechanisms in place for each project to properly manage work safely, quality control, schedule adherence, and the budget.	25
4. Record of Past Performance	Proven track record of completing work to client's satisfaction; length of time firm has been established; complexity of work performed; and satisfaction of key references.	20
Total		100

The committee met over several hours evaluating and discussing the submittals, and individually assigning scores to each of the criteria on a scoresheet. The raw scores from each committee member's scoresheet were then weighted based upon the table above and totaled. The total out of a possible 3000 points (1000 possible points from each committee member) for each firm is listed in the following graph:



Based on the scores, Stantec Architecture Inc. (Stantec), Rasmussen and Associates (Rasmussen), and Bildsten Architecture and Planning (Bildsten) advanced to the competitive range. After moving to the next stage in the process, all three firms were evaluated for "responsibility" to determine their technical and financial capacity to undertake the work in the project (process described in the "Responsiveness and Responsibility" section above).

BOARD OF DIRECTORS REPORT

MTD then invited the three firms for an interview using Zoom video conferencing. The interview panel was comprised of the same three MTD staff members from the Evaluation Committee. The interview provided the three firms an opportunity to further demonstrate their qualifications and ability to fulfill the *Scope of Work*. It also provided the Evaluation Committee an opportunity to meet key team members from each firm who would likely be engaging in MTD projects. The interviews were very productive and each firm did an outstanding job of presenting their strengths and answering questions. However, one firm rose to the top the interviewers recommended advancing Stantec to the final stage of the RFP process. As reflected in the interview panel's evaluation, Stantec Architecture, Inc. stood out as the top firm from the July 22nd interviews. In second was Rasmussen and Associates followed by Bildsten Architecture and Planning in third. The Stantec team presented themselves well and did a solid job demonstrating how they plan to accomplish the goals and objectives of MTD's *Scope of Work*. These are some of the highlights that punctuate Stantec's ability to deliver on MTD's RFQ:

- Significant experience with proposed projects in MTD's *Scope of Work* based upon similar projects executed for other major transit agencies in California.
- Familiarity of MTD facilities resulting from work with MTD's Facilities Master Plan.
- Exceptionally well qualified team that can bring to bear myriad talents and significant experience to fulfill MTD's desired outcomes.
 - Majority of team, which includes a multitude of A&E disciplines as required in the RFQ, is made up of in-house personnel instead of sub-consultants.
- Highly communicative and responsive; provided assurances that MTD Task Orders would be addressed in a timely manner due to significant resources and personnel at the firm's disposal.
- Extensive experience working with transit agencies, which provides them with a deep understanding of the opportunities and constraints of the industry.
- Knowledge of grant funding opportunities specific to transit facilities and transportation electrification initiatives.
- Extensive experience with transportation electrification in the heavy-duty vehicle sector, and the requirements of the California Air Resources Board's (CARB) Innovative Clean Transit (ICT) regulation and its impact on transit agencies.
- Extensive experience with public bid process including FTA-specific requirements for bidding and contracting.

In August 2020, MTD entered into negotiations with Stantec and requested a best and final offer (BAFO). Their BAFO was provided by the deadline and included billing rate reductions from their original bid for key roles including: Principal Civil Engineer, Mechanical Engineer Project Manager Electrical Engineer, and Principal Energy Consultant. The reductions will have a notable impact on design fees for MTD's proposed projects. While the BAFO billing rates overall for individual design disciplines are greater than the independent cost estimate rates, they are still within an acceptable range and appear to be fair and reasonable.

CONTRACT EXECUTION

If the Board authorizes the General Manager to enter into a contract with Stantec Architecture Inc., MTD staff will issue Stantec a "Notification of Contingent Award" indicating MTD's intent to execute a contract for the On-Call A&E Services RFQ after receipt of required certificates of insurance. Once the requisite forms have been provided, MTD's General Manager will execute the contract.

To: MTD Board of Directors
From: Jerry Estrada, General Manager
Date: September 9, 2020
Subject: General Manager's Report

On September 8, nearly seven months into the initial wave of the COVID-19 pandemic, MTD reported its first confirmed case of COVID-19 among its bus operators. The employee wore a required face covering throughout their shift per MTD policy and County Public Health Department (PHD) requirements. MTD conducted a thorough COVID-19 case investigation and contact tracing. "Close contact" is defined by Centers for Disease Control (CDC) as an individual who was within 6 feet of an infected person for at least 15 minutes starting from 2 days before illness onset until the time the infected person is isolated. Per CDC and PHD guidelines, MTD has identified and notified MTD employees who may have used the same equipment or vehicles as the positive individual.

All MTD employees have been notified of this test result and specific employees who have been identified through contact tracing have been sent home for self-isolation and testing, and have been directed to contact their healthcare provider if they exhibit symptoms as defined by the CDC.

One of our longest serving Supervisors, Sal Alvarez retired from MTD in early August having worked more than 30 years for the district. His experience, and positive can-do personality, will be missed. Sal was our resident bid-processing Supervisor, and had just completed a double-bid prior to his well-deserved retirement. For decades, he was Operations AM Road Supervisor, and prior to that he worked the Transit Center PM shift. We wish him good health and happiness in his retirement.

MTD also extends congratulations on retirement to Javier Jimenez. Javier retired just shy of 30 years working for MTD in the Maintenance Department. Javier was a dedicated and hard-working member of the Utility and Service Worker team. We wish Javier and his family all the best in his well-deserved retirement.

The Transit Center renovation project is nearly complete, and beginning on Friday, September 4, buses are once again utilizing the circle driveway. The building itself is not yet open to the public, but MTD staff are once again operating out of the building. The general contractor, Newton Construction & Management, Inc., is completing a few final "punchlist" items in the building, and is completing the restoration work required by the City of Santa Barbara at various sites where MTD was using City property during the renovation. Training was provided for those newer operators that joined the MTD while the circle was closed for repair, and for anyone else wanting a refresher. We are happy to see this lengthy project coming to a successful completion.

MTD is in the midst of the Request for Qualifications/Request for Proposals for development of MTD's Calle Real property. The RFQ/RFP was emailed to everyone on the bidders' list on August 18, and an Addendum replying to questions that interested firms had asked was emailed to the list on September 4. Proposals are due by Noon on October 1.

MTD Planning staff worked with the Isla Vista Community Services District, the County of Santa Barbara, Isla Vista Youth Projects, and several other community partners to prepare and submit a grant proposal to the Air Resources Board from the Sustainable Transportation Equity Project (STEP) for a Planning and Capacity Building Grant that would fund the creation of an Isla Vista Community Mobility Plan. If funded, the project would consist of a community mobility needs assessment, deep and wide community outreach, and a final plan containing mobility projects prioritized by Isla Vista residents. Grant award decisions are expected in mid-October.

The annual financial audit remains in progress with final yearend figures expected shortly. Pending entries that will have a notable effect on the operating results include those related to the annual OPEB and workers' compensation actuarial-based liability adjustments; recognition of the capital lease for six of the BYD 30' buses; and above normal asset disposals related to prior Transit Center improvements and retirement of the remainder of the 22' shuttle fleet. The resulting final operating deficit is expected to be fully eligible for CARES Act funding, which will effectively balance the budget. The full reimbursement is because the pandemic-related expenses and lost revenues are anticipated to exceed the amount of the deficit.

With the sizable number of staff members that are telecommuting, there is increased risk due to connecting to the MTD network externally. While MTD maintains thorough security and firewall protections through several means, IT recently implemented "two-factor authentication" (2FA) for external access to the MTD network. Essentially, this means that logging in to the network is now a two-step process that requires authentication from a source completely independent of MTD systems. 2FA is becoming increasingly popular (and necessary), and many financial-related websites such as banks already offer or require its use.

A request for proposals for workers compensation third-party administrator (TPA) services is being issued with the goal of awarding a contract for services to begin in January 2021. The District has worked with the current TPA for a number of years and it is an appropriate time for seeking proposals to evaluate the capabilities, experience, and competitiveness of the many firms providing this critical service for managing risk. Staff negotiated an extension to the current janitorial services contract to include the renovated Transit Center through next June. Munoz Janitorial began providing services last December following competitive bids and has provided excellent service and has been key in implementing disinfection services of MTD facilities and vehicles since last March. New contracts have also recently been entered into for fire alarm monitoring, intrusion alert monitoring, and internet services for the Transit Center.

The required Form 5500 Annual Information Return for the staff pension plan has been completed, submitted and accepted by the IRS. Finance staff has also provided all necessary information to CERBT, the state agency that manages the MTD's OPEB trust, in order to complete required annual reports.