

SAN JOAQUIN REGIONAL TRANSIT DISTRICT
BOARD OF DIRECTORS - AGENDA

THE BOARD OF DIRECTORS OF THE SAN JOAQUIN REGIONAL TRANSIT DISTRICT WILL HOLD A REGULAR MEETING AT 10:00 A.M. ON FRIDAY, MAY 18, 2018 IN THE BOARDROOM OF SAN JOAQUIN REGIONAL TRANSIT DISTRICT'S DOWNTOWN TRANSIT CENTER, 421 EAST WEBER AVENUE, STOCKTON, CALIFORNIA.

ACCESSIBLE PUBLIC MEETINGS: San Joaquin Regional Transit District (RTD) will make all reasonable accommodations for persons with disabilities to participate in this meeting. Upon request to the Chief Executive Officer, RTD will provide agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, phone number, and a brief description of the requested materials and/or preferred alternative format or auxiliary aid or service at least three workdays before the meeting. Requests should be sent to RTD by mail at P.O. Box 201010, Stockton, CA 95201, by fax at (209) 948-8516, or by e-mail to BoardSupport@sjRTD.com. *For language assistance, interpreter services, please contact (209) 943-1111. Para información en Español, por favor llame al (209) 943-1111.*

1. CALL MEETING TO ORDER
2. MOMENT OF SILENCE/REFLECTION
3. PLEDGE OF ALLEGIANCE TO THE FLAG
4. SAFETY ANNOUNCEMENT
5. ROLL CALL
6. SPECIAL PRESENTATIONS
 - A. EMPLOYEES OF THE MONTH
Special recognition to the Administration, Maintenance, and Transportation Employees of the Month
7. PUBLIC COMMENT

Each person who addresses the Board shall not make slanderous or profane remarks to or about any member of the Board, staff, or general public. Any person who utters loud, threatening, personal or abusive language, who is unduly repetitious or engages in extended discussion of irrelevancies, or who engages in any disorderly conduct which disrupts, disturbs, or impedes the orderly conduct of any Board meeting shall, at the discretion of the presiding officer or a majority of the Board, be barred from further audience before the Board during that meeting. All public comments shall be limited to no more than THREE MINUTES. In addition, applause, loud noises, or any other outbursts or disruptions from the audience are not allowed during or after a public comment. At the discretion of the presiding officer, those who are in violation of this protocol may be removed from the meeting.

8. REPORTS
 - A. CHIEF EXECUTIVE OFFICER UPDATE
 - B. STATE/FEDERAL LEGISLATIVE UPDATE

- C. FINANCIAL REPORTS
April Financial Reports provided to the Board
- 9. INFORMATION ITEMS
These reports are being provided for information only.
- 10. CONSENT CALENDAR
 - A. RESOLUTION: APPROVING THE MINUTES OF THE APRIL 20, 2018 REGULAR BOARD OF DIRECTORS MEETING
Board approval of the April 20, 2018 Regular Board of Directors Meeting minutes
- 11. ACTION ITEMS
 - A. RESOLUTION: APPROVING A CONTRACT WITH PACIFIC GAS & ELECTRIC TO SUPPORT INFRASTRUCTURE FOR RTD'S ELECTRIC VEHICLE (EV) FLEET
Board approval of a contract with Pacific Gas & Electric to support infrastructure for RTD's Electric Vehicle Fleet
- 12. QUESTIONS AND COMMENTS FROM DIRECTORS
- 13. CLOSED SESSION
 - A. LABOR NEGOTIATIONS
 - 1. Conference with Labor Negotiator
Agency Negotiator: Donna DeMartino, CEO
Employee Organization: Amalgamated Transit Union, Local 276
 - B. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
[Paragraph (1) of subdivision (d) of Government Code, Section 54956.9]:
 - 1. San Joaquin Regional Transit District vs. DSS-2731 Myrtle LLC, et al., San Joaquin Superior Court Case No. 39-2010-00252684-CU-EI-STK
- 14. ADJOURNMENT

NOTE: THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE HELD ON **FRIDAY, JUNE 15, 2018, AT 10:00 A.M.**

DATE POSTED: MAY 11, 2018

SPECIAL PRESENTATION:

**RECOGNITION OF ADMINISTRATION, MAINTENANCE,
AND TRANSPORTATION EMPLOYEES OF THE MONTH**

LEAD STAFF:

**DONNA DeMARTINO
CHIEF EXECUTIVE OFFICER**

BACKGROUND:

To qualify as Employee of the Month (EOM), employees must meet the following basic requirements:

1. Has been an employee for at least six months
2. Has not been selected EOM for the previous six months
3. Has a perfect attendance record for the month
4. Does not have any disciplinary action pending or in effect

RTD selects EOMs based on the following criteria:

1. Takes initiative and accepts and carries out additional responsibilities beyond regular job assignments
2. Provides exceptional internal and external customer service by being courteous and helpful
3. Projects a positive image and has a helpful and cooperative attitude
4. Exemplifies trustworthy and ethical behavior
5. Promotes a positive work environment
6. Comes to work on time, on a daily basis

The Administrative EOMs are selected as follows:

1. A member of the management team nominates employees at a monthly meeting.
2. Nominees are selected as EOM when they receive at least a 2/3 majority of the votes cast by members of the management team.

A majority of their respective supervisors selects Maintenance and Transportation EOMs. There may be months where no EOM is selected for Administration, Maintenance, or Transportation.

Every EOM receives:

- EOM watch
- RTD coffee tumbler
- Certificate and acceptance photograph

RTD recognizes Employees of the Month by posting their photographs at each RTD facility in frames designed for EOM recognition and through a feature article with photographs in the employee newsletter, "As the Wheels Turn."

The EOM program provides that RTD selects the Employee of the Year (EOY) from the previous 12 months' EOMs. RTD offers EOYs the opportunity to represent their department/division at one of the conferences of the American Public Transportation Association (APTA)

REPORT: CHIEF EXECUTIVE OFFICER UPDATE

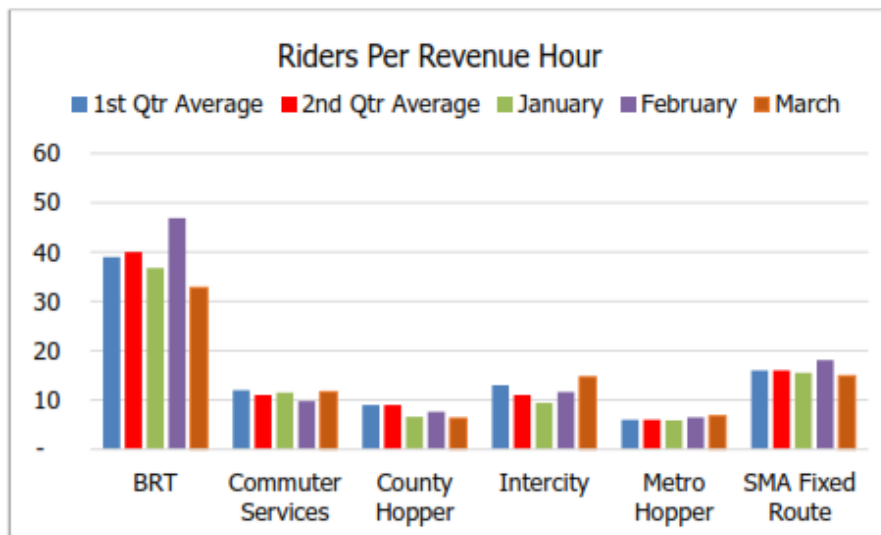
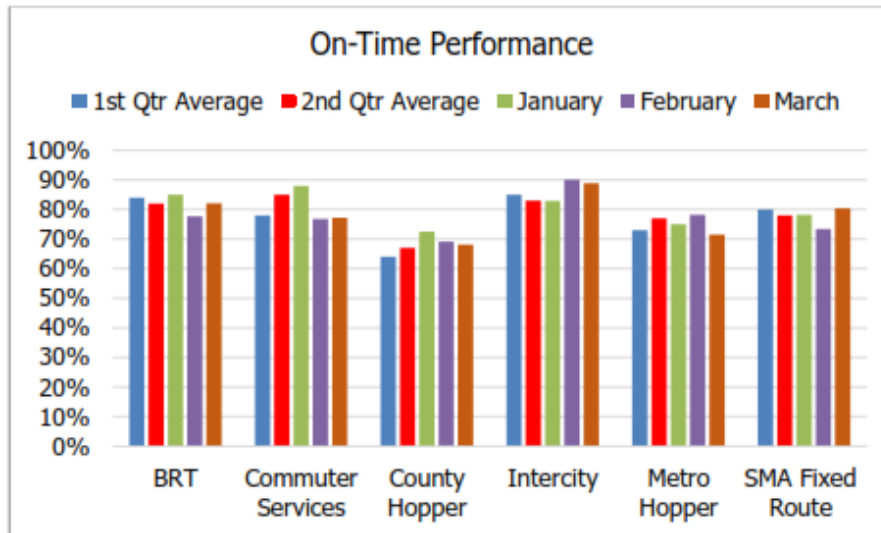
**LEAD STAFF: DONNA DeMARTINO
 CHIEF EXECUTIVE OFFICER**

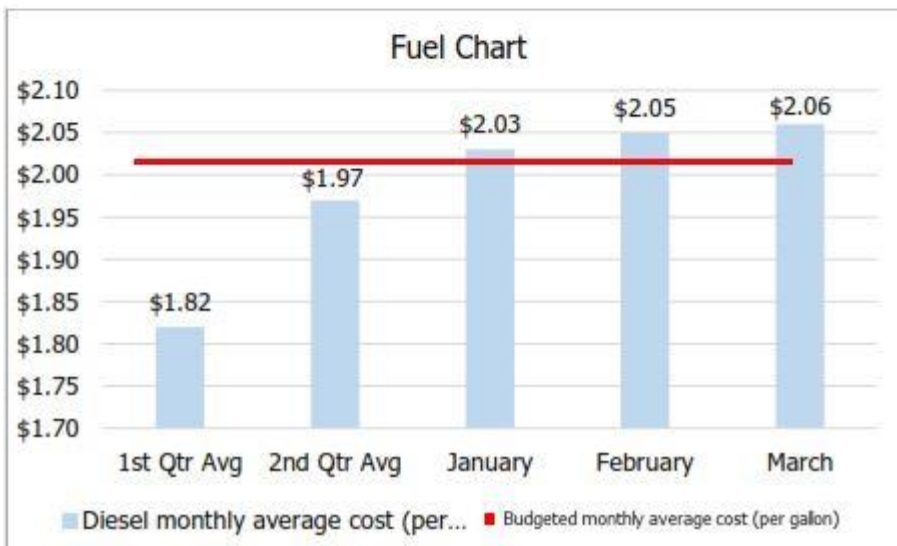
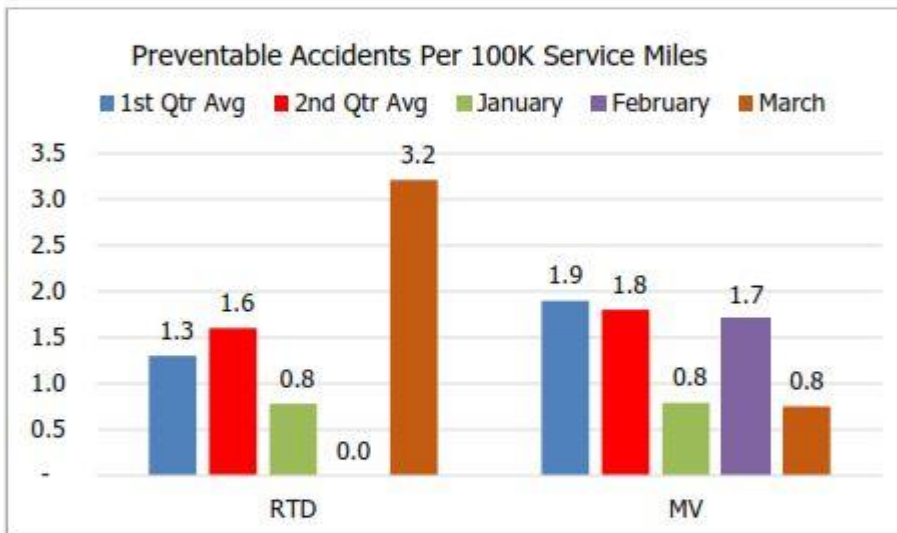
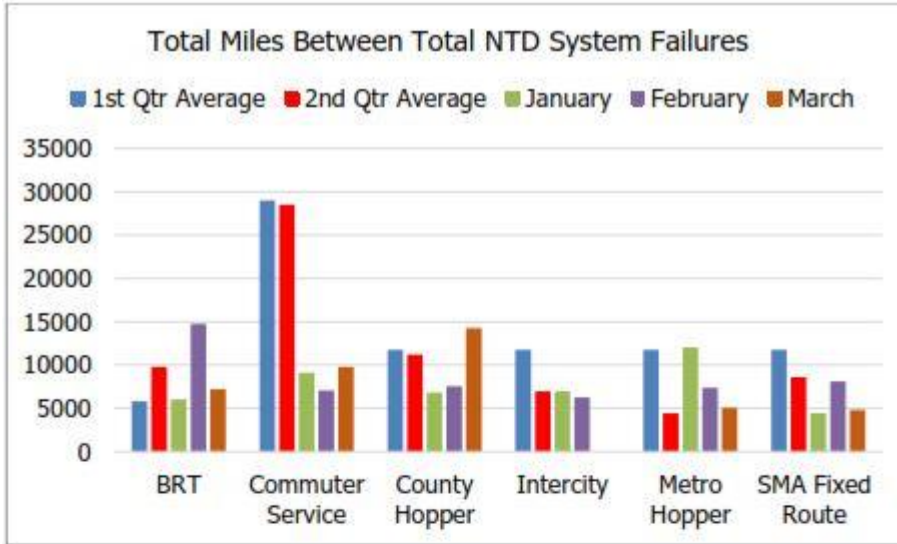
POLICE ACTIVITIES (APRIL)

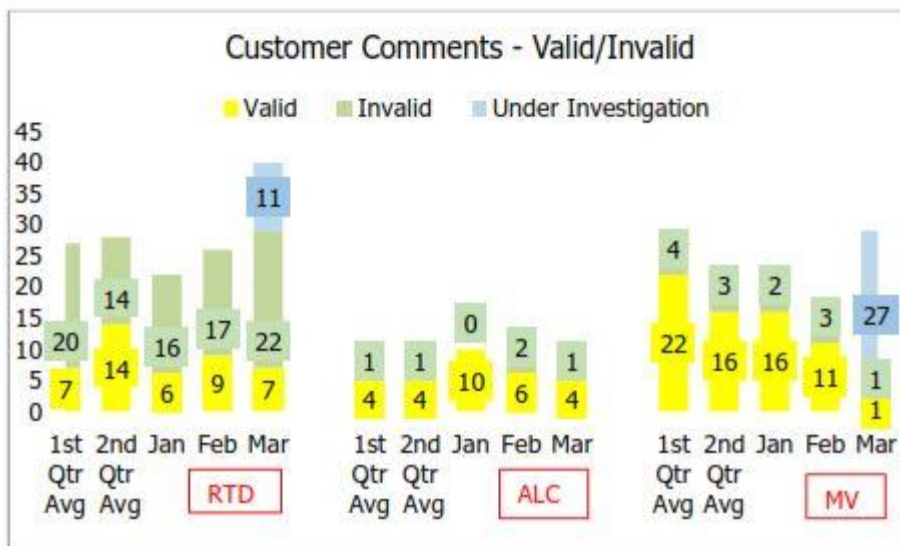
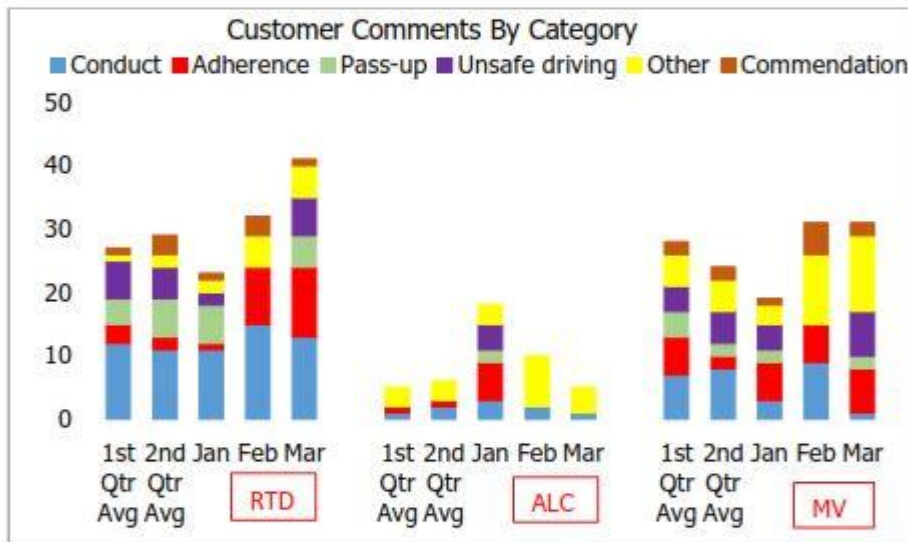
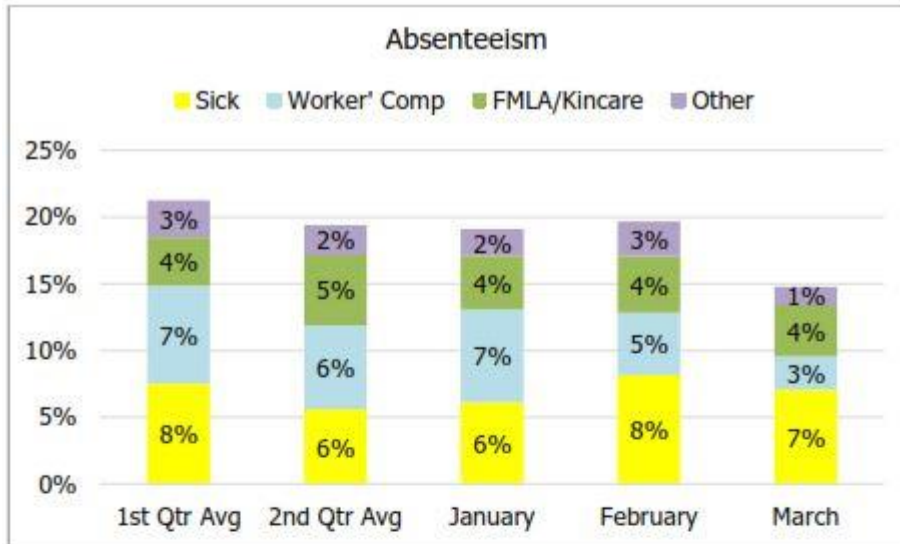
Officer Tran worked 14 days, Officer Butcher worked 18 days, and Officer Rust worked 16 days. Their production statistics for April are listed below:

Type of Report Filed	Quantity	Type of Report	Quantity	Type of Report Filed	Quantity
Felony Arrests	0	Intoxication	0	Field Interviews	108
Warrants Arrests	0	Moving Citations	1	PC 640 Citations	0
Other Arrests	0	SMC Citations	0	Misdemeanor Arrests	4
Parking Citations	0	Traffic Citations	0	Abandoned Autos	0
Other Citations	0	Vehicles Towed	0	Self-Initiated Activity	0
Calls for Service	50	Weapons Seized	1		

OPERATIONS PERFORMANCE REPORT JULY 2017-MARCH 2018







MEETINGS

RTD participated in conferences and meetings of the following committees and organizations:

- **American Public Transportation Association (APTA):** Donna DeMartino, CEO, Gloria Salazar, Deputy CEO, Keo Xanouvong, Transportation Supervisor
- **Business Team San Joaquin:** Nate Knodt, Director of Planning and Scheduling
- **CalACT Board Meeting:** Donna DeMartino, CEO
- **California Transit Association (CTA):** Donna DeMartino, CEO
- **CALSTART:** Donna DeMartino, CEO
- **City of Stockton Mayor's Task Force for Person with Disabilities:** Toan Tran, Mobility and Contract Services Manager
- **Greater Stockton Chamber of Commerce Fresh Wellness Committee:** Nancy Antonio, Safety and Risk Senior Specialist
- **National Center for Sustainable Transportation:** Donna DeMartino, CEO, Michael Thompson, CTO
- **San Joaquin County Smoking & Tobacco Outreach/Prevention Program (STOPP):** Nancy Antonio, Safety and Risk Senior Specialist
- **San Joaquin Council of Governments (SJCOG) Board of Directors:** Donna DeMartino, CEO; George Lorente, Grants Manager; Toan Tran, Mobility and Contract Services Manager
- **San Joaquin Regional Rail Commission (SJRRCC) Board Meeting:** Nate Knodt, Director of Planning and Scheduling
- **SJCOG Interagency Transit Committee (ITC):** George Lorente, Grants Manager; Toan Tran, Mobility and Contract Services Manager
- **SJCOG Management & Finance Committee:** Donna DeMartino, CEO
- **SJCOG Technical Advisory Committee (TAC):** George Lorente, Grants Manager; Toan Tran, Mobility and Contract Services Manager
- **Social Services Transportation Advisory Committee (SSTAC):** Toan Tran, Mobility and Contract Services Manager; George Lorente, Grants Manager
- **ZEB & Autonomous Vehicle Committee Meeting:** George Lorente, Grants Manager

EVENTS

- **Spring into Walking at RTC**
On Thursday, April 26, RTD hosted the "Spring into Walking" event at the Regional Transportation Center (RTC). This event was the culmination of the project to install permanent walking path signage to promote the benefits of walking for employees interested in adopting a healthier lifestyle. The Greater Stockton Chamber of Commerce attended and performed a ribbon cutting for one of the three walking paths at the facility. RTD received this signage through funding provided by San Joaquin County Public Health Services (SJCPHS) and Kaiser Permanente (KP). Deputy CEO Gloria Salazar emceed the event with invited speakers from SJCPHS and KP.
- **Children and Youth Day at Pixie Woods**
On Saturday, May 19, between 10:00 a.m. – 3:30 p.m., RTD will participate in Children and Youth Day at Pixie Woods. This is the 29th annual celebration sponsored by Family Resource and Referral Center and the City of Stockton. This year's superhero theme will include a day of activities, games, community resources, and entertainment. RTD will host an outreach table and Artie D. will participate in the mascot parade. This event is free and open to the public.
- **Senior Awareness Day**
On Wednesday, May 23, between 8:00 a.m. – 1:00 p.m., RTD will participate in the 40th annual Senior Awareness Day. This event celebrates senior adults in our community and provides information and resources available to them. The event also includes live entertainment, a classic car show, a senior art exhibit, bingo, and a variety of food and drinks. RTD will host an outreach table and supply complimentary shuttle service. This event is free and open to the public.

- **State of the City**

On Thursday, May 24, RTD will participate in the 20th annual State of the City. This is a high-profile event showcasing our city's economic, educational, and cultural development as well as plans for upcoming projects. In addition to hosting tables for board members and managerial staff at this event, RTD will also provide an outreach table with information, promotional material, and giveaways as it has in years past.

REPORT: STATE/FEDERAL LEGISLATIVE REPORT UPDATE

UPDATED BY: JORDAN & ASSOCIATES

STATE REPORT

Transit Bills Approved by Assembly Transportation Committees

Assembly Bill (AB) 3201, approved by the Transportation Committee the week of April 9, would ease requirements for eligibility under the California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program. Transit agencies would only be required to meet the fleet conversion schedules by 2040, and not exceed this time frame.

AB 3124, which would allow bike racks on 60-foot articulated buses, was also approved by the transportation committee.

Senate Bill (SB) 1119 would allow public transit agencies to use their Low-Carbon Transit Operations Program funding shares by waiving the disadvantaged community requirements for certain types of expenditures. SB 1119 was approved by the committee the week of April 9.

Effect on RTD: RTD is exceeding requirements to meet zero-emission fleet conversion required by ARB, so AB 3021 should not affect RTD. AB 3124 would be helpful for RTD in placing three bike racks on 60-foot transit buses. SB 1119 may not affect RTD, given the prevalence of disadvantaged communities in Stockton.

Caltrans Division of Mass Transportation (DMT)

On April 19, the DMT released the list of approved projects for the State of Good Repair Program. The funding amounts are based on estimated amounts published in the State Controller's Office FY 2017–18 SGR Allocation Estimate.

The Road Repair and Accountability Act of 2017 (SB 1) includes a program that will provide additional revenues for transit infrastructure repair and service improvements. This investment in public transit is referred to as the State of Good Repair (SGR) Program. The SGR provides approximately \$105 million annually to the State Transit Assistance (STA) Account. These funds are to be made available for eligible transit maintenance, rehabilitation, and capital projects.

Projects eligible for SGR funding are:

- Transit capital projects or services to maintain or repair a transit operator's existing transit vehicle fleet or transit facilities, including the rehabilitation or modernization of existing vehicles or facilities.
- Transit services that complement local efforts for repair and improvement of local transportation infrastructure (replacement or rehabilitation of rolling stock, passenger stations and terminals, security equipment and systems, maintenance facilities and equipment, ferry vessels to rail).
- Preventative maintenance.
- New maintenance facilities or maintenance equipment (if needed) to maintain the existing transit service.

The list of approved projects is listed below in the link:

<http://www.dot.ca.gov/drmt/docs/spsgr/sgr-approve-proj2017-18ver2.pdf>

Effect on RTD: RTD received \$112,678 for the SGR award amount for resurfacing of the maintenance bay of the Regional Transportation Center.

California State Transportation Agency Awards \$2.6 Billion for Transit and Intercity Rail

California State Transportation Agency (CalSTA) announced 28 recipients for more than \$2.6 billion in Transit and Intercity Rail Capital Program (TIRCP) grants for transit and rail projects. CalSTA also provided additional funding for seven critical projects through multi-year funding agreements, bringing the total awarded to over \$4.3 billion. TIRCP funding is provided through Senate Bill (SB) 1 and from the proceeds of the Cap and Trade program.

The Valley Rail Project in the Central Valley received a total of \$500.5 million. The San Joaquin Joint Powers Authority and San Joaquin Regional Rail Commission are the grant recipients. The grant will create new round trips between Fresno, Merced, and Sacramento on the Amtrak San Joaquin line and initiate phased service expansion on the Altamont Corridor Express (ACE) train, beginning with one train that originates in Sacramento and connects to San Jose during the peak period. It also creates new ACE services out of Ceres with zero-emission feeder bus connections to Merced that will connect with San Jose and Sacramento. These services will allow for ridership growth by connecting Merced, Ceres, Modesto, Stockton, and Sacramento, as well as between Fresno and Sacramento. It includes numerous new stations, and improved connectivity to Bay Area and Bakersfield services.

A full list of grant awards can be found in the link below:

<https://calsta.ca.gov/wp-content/uploads/sites/12/2018/04/Transit-and-Intercity-Rail-Capital-Program-2018-Awards.pdf>

Effect on RTD: While the Valley Rail Project primarily benefits the Sacramento region, there will be increased connections to ACE through Stockton. This could require additional bus service connections from RTD.

FEDERAL REPORT

Trump Administration Moves to Speed up Infrastructure Projects

The Trump Administration announced its latest step in streamlining environmental reviews and permitting for major infrastructure projects on April 9. The "Memorandum of Understanding Implementing One Federal Decision under Executive Order 13807" (MOU) was signed by the heads of 12 federal agencies. Agencies signing the MOU include the Department of Energy, Interior, and Transportation, as well as the Federal Energy Regulatory Commission, the U.S. Army Corps of Engineers and the Environmental Protection Agency.

Under the MOU, federal agencies with responsibilities to review or authorize major infrastructure projects commit to a number of policies intended to create a more coordinated and streamlined federal review process. A single agency would be designated as the lead agency and be responsible for developing a timeline for decisions with the goal of finishing within two years. The following is a summary of the policies:

- One Federal Decision—Developing a single Environmental Impact Statement (EIS) and Record of Decision (ROD) to document all required agency reviews for proposed infrastructure projects.
- Target Deadlines—Issuing all project approvals within 90 days of issuance of ROD, with goal of completing permitting process within two years of publication of Notice of Intent.
- Permitting Timetable—Establishing and complying with a coordinated permitting timetable with target deadlines for intermediate and final milestones that facilitate meeting the two-year target deadline for permit approvals.
- Concurrent Reviews—Completing all required federal review concurrently rather than sequentially.
- Dispute Resolution—Elevating interagency disputes for quick resolution.

Agencies will work on developing policies and procedures over the coming months to comply with the MOU. Each agency has committed to transmit an implementation plan to the Council on Environmental Quality and Office of Management and Budget within 90 days.

The MOU builds on President Trump's August 15, 2017 "Presidential Executive Order on Establishing Discipline and Accountability in the Environmental Review and Permitting Process for Infrastructure (Order 13807). Order 13807 introduced the "One Federal Decision" mechanism, which elevates the importance of "lead" agencies in coordinating and scheduling environmental permitting and review.

Order 13807 defines a "major infrastructure project" as an infrastructure project for which multiple authorizations by federal agencies will be required to precede construction. The lead federal agency has determined that it will prepare an EIS, and the project sponsor has identified the reasonable availability of funds sufficient to complete the project. Infrastructure includes roads, bridges, railroads, transit, aviation, ports, water resource projects, energy production and generation, electricity transmission, broadband internet, pipelines, storm water and sewer structures, and drinking water supply.

The MOU released this week restates many of the statutory requirements in Title 41 of the FAST Act, passed by Congress in December 2015. FAST-41, as it is called, was designed to improve the timeliness, predictability, and transparency of the federal environmental review and authorization process for covered infrastructure projects.

The memorandum was released as the Trump Administration realized that passage of its infrastructure plan will not occur until after the midterm elections this fall. Instead, the White House is focusing on expediting the infrastructure project permitting process. Lawmakers disagree on how to pay for increased spending and have rejected the Administration's plan to establish new grant programs to allocate the funding.

A link to the MOU can be found here:

<https://www.whitehouse.gov/wp-content/uploads/2018/04/MOU-One-Federal-Decision-m-18-13-Part-2-1.pdf>

Effect on RTD: The Trump Administration is focused on shortening environmental reviews and permitting for major infrastructure projects, particularly since a comprehensive infrastructure bill is not expected to be passed this year. The MOU is geared toward large projects, and is therefore unlikely to affect RTD with bus-related projects.

Congressional Budget Office (CBO) Reports HTF on Schedule for 2021 Default

The nonpartisan CBO released its annual Budget and Economic Outlook on April 9. The new CBO projections primarily provide annual spending and revenue baseline estimates for Congressional committees. The projections also include approximate projections for the cash flow of the HTF. The new baseline projects that federal deficits will double in five years from a deficit of \$665 billion in 2017 to a projected \$1.276 trillion deficit in 2022. This is projected to rise to \$1.526 trillion in 2028. As a percentage of gross domestic product (GDP), the deficit is projected to rise from 3.5% of GDP in 2017 to 5.1% in 2028.

The updated cash flow projections from the CBO show that at the end of the 10-year budget window, on September 30, 2028, the trust fund will have required \$166 billion in extra funding from somewhere in order to stay solvent at baseline spending levels. The results of the report show that the HTF is scheduled for default in 2021.

Effect on RTD: The CBO projects provide the most recent information regarding the expected insolvency of the HTF. This information is helpful to RTD as part of advocacy efforts before Congress.

Senate Panel Tells DOT Secretary to Offer Fix for Highway Trust Fund (HTF)

Senate Transportation-HUD Appropriations Chairman Susan Collins (R-ME) laid out a series of concerns with the Administration's FY 2019 Transportation Department budget request on April 11. Senator Collins took issue with the Administration's proposed slashing of existing transportation programs and criticized

the White House infrastructure proposal for leaving too much funding responsibility to states. The White House should propose its own fix to the ailing HTF, Collins told Transportation Secretary Elaine Chao at the hearing.

Senator Collins said the \$76.8 billion budget request for the DOT would be a dramatic reduction from existing levels and does not match the Administration's rhetoric on infrastructure. Collins said she hoped the infrastructure spending in the FY 2018 omnibus would set the bar for future spending and serve as a "down payment on the Administration's infrastructure initiative."

The omnibus would increase the DOT's discretionary spending to \$27.3 billion, up from \$18.6 billion enacted in FY 2017 and well above the \$16.2 billion the Administration proposed. President Trump's FY 2019 transportation budget request would cut the department's discretionary budget to \$15.6 billion.

Secretary Chao dodged several questions about programs the budget request would cut or eliminate by saying the request was written before the FY 2018 omnibus was passed. The request also preceded last year's bipartisan budget caps deal that allowed for more than \$300 billion in additional defense and non-defense discretionary spending over two years.

Effect on RTD: Information regarding the recent hearing before the Senate Appropriations Subcommittee on Transportation is intended to provide information to RTD regarding the status of the President's budget proposal and congressional reaction to the request.

DOT Fast-Tracks Application Process for \$1.5 Billion in Discretionary Grants

The Department of Transportation (DOT) issued a Notice of Funding Opportunity (NOFO) on April 20 inviting applications for \$1.5 billion in surface transportation grants provided by the FY 2018 omnibus appropriations act. The formal name of the program has always been National Infrastructure Investments, but former Transportation Secretary Ray LaHood decided he wanted to call it TIGER instead. The new NOFO calls it BUILD—Better Utilizing Investments to Leverage Development.

DOT states in the NOFO that they plan to award a greater share of BUILD funding to projects located in rural areas that align well with the merit criteria than to those in urban areas.

BUILD applications will be evaluated based on the following merit criteria: safety, economic competitiveness, quality of life, environmental protection, state of good repair, innovation, partnership, and additional non-federal revenue for infrastructure investments.

Eligible costs and project types have not changed. The minimum and maximum project award sizes are the same as in FY 2017. The lowest grant award is \$5 million and the largest grant award is \$25 million. Rural areas have a minimum federal grant award of \$1 million.

The omnibus appropriations law was enacted on March 23, and provided that the NOFO had to be issued within 60 days of enactment. DOT released the NOFO in 28 days. The law also required that the deadline for applications be 90 days after the issuance of the NOFO, and the deadline is 8:00 p.m. EDT on Thursday, July 19, 2018. This aggressive timetable could lead to at least some grant announcements being made before the November elections.

One area of potential conflict with the Appropriations Committees that created and fund the program is the extent to which the federal share of a project is considered (the maximum for most projects is 80% but there is no minimum). The text of the appropriations law was specific: "the Secretary shall not use the Federal share as a selection criteria in awarding projects," so a lower federal share is not one of the specific selection criteria. However, the NOFO does indicate that DOT is still focusing on that issue.

The NOFO states that the Administration believes that attracting significant new, non-federal revenue streams dedicated to transportation infrastructure investment is desirable to maximize investment in transportation infrastructure. The DOT will assess the extent to which applications provide evidence that the applicant will secure and commit new, non-federal revenue to transportation infrastructure investment.

The selection criteria in the new NOFO are largely similar to those in the FY 2017 NOFO, with the following changes:

- In the State of Good Repair criterion, a reference to border security infrastructure has been added.
- In the Economic Competitiveness criterion, last year's emphasis on public-private partnerships has been dropped.
- "Environmental Sustainability" has been renamed "Environmental Protection."
- In the Quality of Life Criterion, new language has been added to emphasize Native American tribal needs and also rural broadband integration with infrastructure.
- "Innovation" has been elevated to a primary selection criterion.

The link to the BUILD NOFO can be found here:

<https://www.transportation.gov/BUILDgrants>

Effect on RTD: The \$1.5 billion in BUILD grants for FY 2018 is three times the normal funding allocation for the previous TIGER Program, which is significant. While RTD's transit projects are eligible, it would need to provide a strong federal match (at least 50%) in order to be competitive. In addition, the NOFO states that rural projects will receive priority, which would not benefit RTD. Further, transit projects were not significantly funded in the recently awarded FY 2017 TIGER awards.

White House Prepares to Send Rescission Package to Congress

Congress was in recess from April 27 through May 7. House Republicans are reportedly developing a rescission package in concert with the President. President Trump is expected to ask Congress to cut around \$15 billion in unspent appropriations, an increase from the \$11 billion rescissions the White House was expected to release on May 7.

The proposal is aimed at funding provided in previous years but never actually spent, rather than any current FY 2018 spending that was included in the latest \$1.3 trillion appropriations package enacted in March. The proposed rescissions are likely to include unspent disaster aid (such as hurricane relief funds from Superstorm Sandy in 2012), as well as funding from President Obama's 2009 economic stimulus package and unused funds from two Energy Department loan programs.

House Majority Leader Kevin McCarthy (R-CA) has endorsed the President's approach. The higher figure under consideration is in response to concerns from conservatives pushing for much higher numbers (as much as \$60 billion) and after Office of Management and Budget Director Mick Mulvaney's proposed \$25 billion in recent weeks. Additional packages of rescissions could follow the initial White House request, according to administration and congressional aides, including FY 2018 funds from the recent omnibus. The White House push for rescissions comes after Trump publicly criticized the sprawling omnibus bill and the rushed legislative process that produced it, vowing to never again sign such a measure. The rescissions process has been used for decades under presidents on both sides. More recently, lawmakers have rescinded an average of more than \$8 billion per year since FY 2011, though that money was used to offset other spending.

The special expedited procedures used to move a separate package of rescission have not been used since 2000. Under the 1974 budget act, once the President submits his requests, known as messages, funding proposed for rescission can be withheld for up to 45 calendar days while Congress is in session. During that time, Congress can take up the president's requests in one or more rescission bills, or amend

them with lawmakers' own proposals, or do nothing.

However, if the relevant committees have not acted within 25 days, supporters can make a motion to discharge the measure from committee directly to the floor with support of one-fifth of House members, or 87 lawmakers if the full House is present and voting. Once a rescission package reaches the Senate, it is not subject to filibuster under the terms of the 1974 law and debate is limited to 10 hours.

Effect on RTD: While the President's proposed rescission package will not likely affect federal transit programs, additional rescission packages may be submitted in the coming months. It is important for RTD to be aware of proposed rescissions that decrease federal transit programs or previously awarded federal projects.

FTA Releases FY 2018 Low or No (Low-No) Emission Grant Program

The FTA announced the opportunity to apply for \$84.45 million in competitive grants under the FY 2018 Low-No Program. In addition to \$55 million authorized by the FAST Act, the FY 2018 omnibus appropriations act provided an additional \$29.45 million for the Low-No Program in FY 2018. The funds will be awarded for the purchase or lease of low or no emission vehicles that use advanced technologies for transit revenue operations, including related equipment or facilities.

Projects may include costs incidental to the acquisition of buses or to the construction of facilities, such as the costs of related workforce development and training activities, and project administration expenses. FTA may award additional funding that is made available to the program prior to project selections. Proposals are due by 11:59 p.m. EDT on June 18, 2018.

A link to the funding opportunity can be found here:

<https://www.gpo.gov/fdsys/pkg/FR-2018-04-25/pdf/2018-08636.pdf>

Effect on RTD: RTD should apply for this competitive program since it could fund the solar project and two additional electric bus chargers.

FTA Announces Webinar on Low or No Emissions Funding Opportunity

The Federal Transit Administration (FTA) is holding a webinar on the FY 2018 Competitive Funding Opportunity: Low or No Emissions Grant Program. The webinar will occur on May 11 from 2:00 – 3:30 p.m. EST.

A link to register for the webinar is below:

https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/shared/1144754755/event_landing.html?sco-id=1188338213& charset =utf-8

A link to the PowerPoint presentation is below:

<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grants/grant-programs/61121/low-no-nofo-webinar-2017.pdf>

Effect on RTD: The FTA Webinar will be helpful to RTD in preparing an application for this federal grant program that could fund the solar project and two additional electric bus chargers.

REPORT: FINANCIAL REPORT

**LEAD STAFF: VIRGINIA ALCAYDE
DIRECTOR OF FINANCE**

DISCUSSION:

Finance staff will provide an update on the following:

- April Revenue and Expense Summary
- Graph (Total YTD Expenses vs. Annual Budget)
- Graph (YTD Expenses Composition)
- Cash Flow Projection

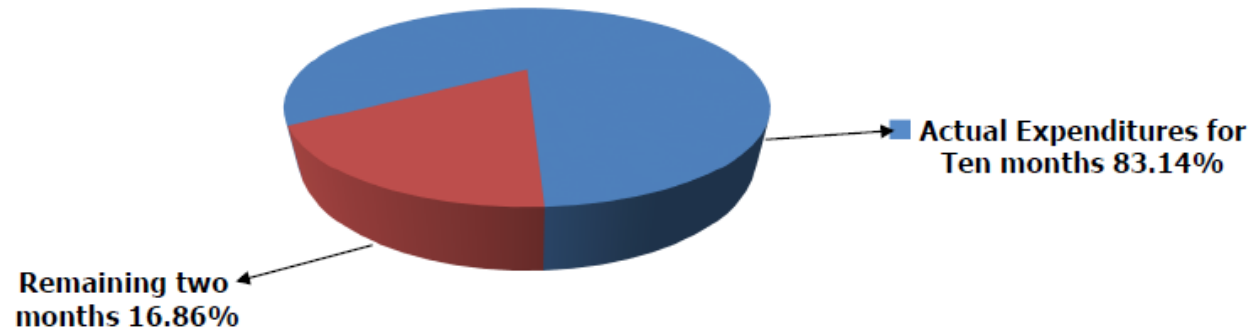
San Joaquin RTD
FY2018 Revenue & Expense Summary
Year to Date Comparison to Annual Budget
For the Period Ending April 30, 2018
(83.33% of Fiscal Year)

	Annual Budget	Year to Date Amount (Accrual Basis)	Annual Budget Balance	% of YTD Amount vs. Annual Budget	Year to Date Amount (Cash Basis)
REVENUES					
PASSENGER FARES & SPECIAL FARES	\$ 3,735,752	\$ 2,860,960	\$ 874,792	76.58%	\$ 2,860,960
NON-TRANSPORTATION REVENUES	134,515	196,517	(62,003)	146.09%	196,517
FEDERAL GRANTS (5307)	4,611,568	4,125,785	485,783	89.47%	-
OTHER FEDERAL GRANTS	357,706	-	357,706	0.00%	-
PROPERTY TAXES	866,185	773,483	92,702	89.30%	961,495
TDA - STA	1,832,443	1,527,037	305,406	83.33%	821,947
TDA - LTF	15,097,083	14,248,483	848,600	94.38%	12,927,000
LCTOP (State funding) low carbon	806,209	184,811	621,398	22.92%	397,733
MEASURE K	7,098,337	5,340,646	1,757,692	75.24%	6,908,775
TOTAL REVENUES	\$ 34,539,797	\$ 29,257,721	\$ 5,282,076	84.71%	\$ 25,074,428
EXPENSES					
WAGES AND FRINGE BENEFITS	19,474,322	16,075,546	3,398,776	82.55%	15,709,405
SERVICES	2,854,621	1,867,898	986,723	65.43%	1,828,833
MATERIALS & SUPPLIES	2,447,361	2,021,077	426,283	82.58%	1,784,060
UTILITIES	854,071	707,231	146,840	82.81%	660,225
INSURANCE	840,000	664,859	175,141	79.15%	706,974
TAXES	230,149	184,171	45,978	80.02%	184,171
PURCHASED TRANSPORTATION	6,358,606	5,566,919	791,687	87.55%	3,630,109
MISCELLANEOUS EXPENSES	1,480,667	1,628,871	(148,203)	110.01%	1,623,001
TOTAL EXPENSES	\$ 34,539,797	\$ 28,716,572	\$ 5,823,225	83.14%	\$ 26,126,777
 Net Revenue (Deficit)		(0) 541,149			(1,052,349)

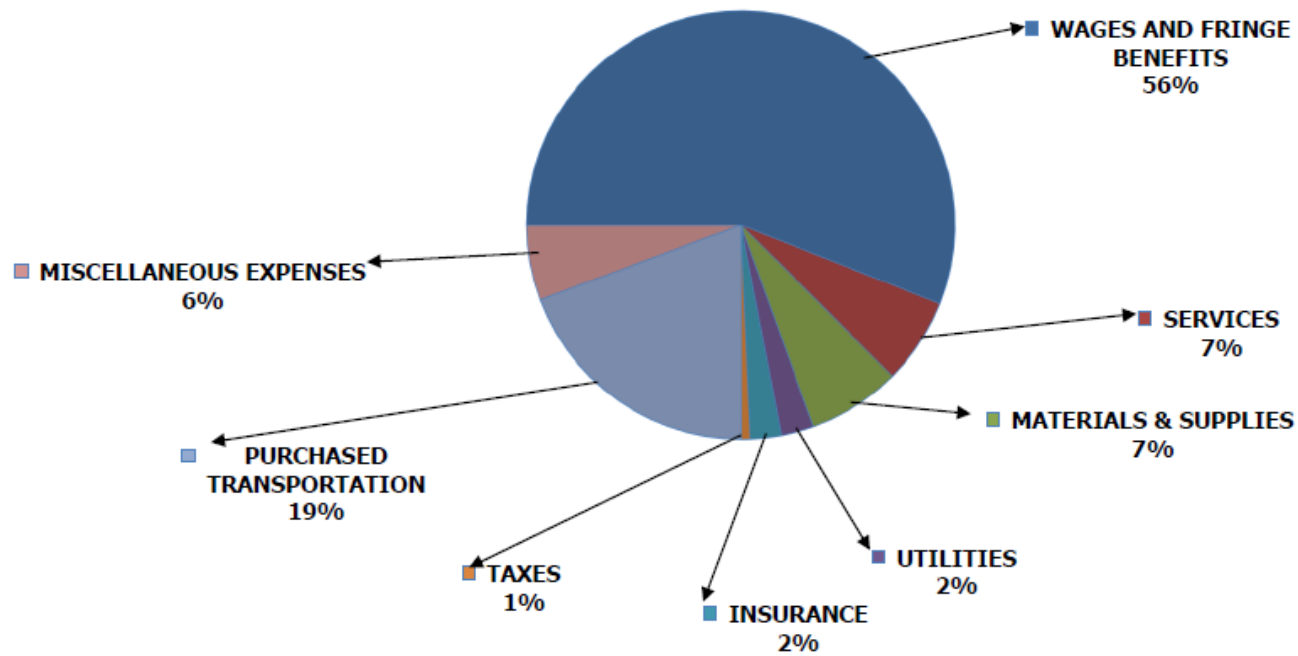
Funds used to bridge the cash shortfall:
 LOC

1,052,349

Total YTD Expenses as of April 30, 2018 (83.33% of Fiscal Year)



FY2018 Expenses as of April 30, 2018 (\$28,716,572)



San Joaquin RTD Twelve Months Cash Flow Projection												
	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19
Beginning Cash Balance	557,314	2,478,332	0	0	0	662,510	3,296,028	3,724,699	2,728,370	2,072,041	2,500,712	1,504,383
Projected Cash Inflow	6,146,437	2,618,161	4,391,450	5,906,301	8,575,403	9,414,856	7,283,537	4,102,959	3,744,862	4,769,862	3,344,862	1,828,671
Cash Available	6,703,752	5,096,542	4,391,450	5,906,301	8,575,403	10,077,366	10,579,564	7,827,658	6,473,232	6,841,903	5,845,574	3,333,054
Projected Cash Outflow	4,225,370	5,096,542	4,391,450	5,906,301	7,912,893	6,781,338	6,854,866	5,099,288	4,401,191	4,341,191	4,341,191	2,825,000
Net Cash Available	2,478,382	0	0	0	662,510	3,296,028	3,724,699	2,728,370	2,072,041	2,500,712	1,504,383	508,054
Draw From Line of Credit	0	0	0	0	0	0	0	0	0	0	0	0
Balance	2,478,382	0	0	0	662,510	3,296,028	3,724,699	2,728,370	2,072,041	2,500,712	1,504,383	508,054
LOC Opening Balance	5,750,000	5,750,000	4,993,623	4,539,073	2,560,009	0	0	0	0	0	0	0
LOC advance	0	0	0	0	0	0	0	0	0	0	0	0
LOC Payoff	0	756,377	454,550	1,979,064	2,560,009	0	0	0	0	0	0	0
LOC Closing Balance	5,750,000	4,993,623	4,539,073	2,560,009	0	0	0	0	0	0	0	0
LOC Available	4,250,000	5,006,377	5,460,927	7,439,991	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000
CASH INFLOW												
Fare Revenue	317,551	317,551	317,551	317,551	317,551	317,551	317,551	317,551	317,551	317,551	317,551	317,551
Advertising, Rental, Interest & Other Income	11,120	11,120	11,120	11,120	11,120	11,120	11,120	11,120	11,120	11,120	11,120	11,120
Federal 5307						4,611,568						
Federal 5311												
Property tax Revenue	420,306											
TDA-STA Operating				1,260,496								
TDA-STA Capital				800,000	414,334							
TDA-LTF	1,175,000	1,000,000	1,200,000	1,000,000	1,500,000	1,000,000	1,500,000	1,500,000	1,900,000	1,500,000	1,500,000	1,500,000
LCTOP												
Measure K Operating	2,077,194			1,425,000			1,425,000			1,425,000		
Federal 5312					228,375							
Federal CHAQ					3,368,744	2,488,070	2,388,070					
Measure K	633,760	187,658			519,813	181,976	110,807					
State TIRCP	811,577		2,302,779	1,092,134	1,119,044	46,476	14,798					
State CARB		1,101,831										
SIVAPCD	699,930											
TSSSDRA												
PTMISEA					35,476							
Federal 5339 Hopper					982,946							
Federal 5310			560,000		78,000							
Federal 5339 Commuter						606,476	1,212,953	1,819,430	1,212,953	1,212,953	1,212,953	1,212,953
Measure K Commuter						151,619	303,238	454,858	303,238	303,238	303,238	303,238
Projected Cash Inflow	6,146,437	2,618,161	4,391,450	5,906,301	8,575,403	9,414,856	7,283,537	4,102,959	3,744,862	4,769,862	3,344,862	1,828,671
PROJECTED DRAW FROM LINE OF CREDIT	0	0	0	0	0	0	0	0	0	0	0	0
CASH OUTFLOW												
Payroll and Payroll Related Expenses	1,150,000	1,150,000	1,150,000	1,150,000	1,150,000	1,150,000	1,150,000	1,150,000	1,210,000	1,150,000	1,150,000	1,150,000
Accounts Payable Check-runs	1,108,465	1,080,000	1,080,000	1,080,000	1,080,000	1,080,000	1,080,000	1,080,000	1,080,000	1,080,000	1,080,000	1,080,000
Purchased Transportation Invoices	553,210	595,000	595,000	595,000	595,000	595,000	595,000	595,000	595,000	595,000	595,000	595,000
Qtrly Unemployment (EDD)		15,000										
Insurance Premiums - Prepaid												
Software Maintenance - Prepaid												
Capital Payments:												
Protterra Bus					806,837	1,613,675	1,613,675					
Protterra Charger					228,375							
Hopper Bus & AVL	941,070				369,776							
BRT IV & V	141,568	1,210,645	1,092,134	1,092,134	1,119,044	1,316,786	900,000					
Motorola Radio for Buses		266,760										
Gilting Commuter Buses						758,095	1,516,191	2,274,288	1,516,191	1,516,191	1,516,191	
Line of Credit Interest	20,840	22,760	19,766	10,103	3,852							
Line of Credit Payoff		756,377	454,550	1,979,064	2,560,009							
Measure K Interest to SICOG	310,217					267,782						
Projected Cash Outflow	4,225,370	5,096,542	4,391,450	5,906,301	7,912,893	6,781,338	6,854,866	5,099,288	4,401,191	4,341,191	4,341,191	2,825,000

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS
OF THE SAN JOAQUIN REGIONAL TRANSIT DISTRICT
FRIDAY, APRIL 20, 2018

The Board of Directors of the San Joaquin Regional Transit District (RTD) held a Regular Meeting at 10:00 a.m. on Friday, April 20, 2018, in the Boardroom of RTD's Downtown Transit Center, 421 East Weber Avenue, Stockton, California.

1. CALL MEETING TO ORDER Chair Les Fong called the meeting to order at 10:00 a.m.
2. MOMENT OF SILENCE/REFLECTION
3. PLEDGE OF ALLEGIANCE TO THE FLAG Director Singh led the pledge
4. SAFETY ANNOUNCEMENT Operations Superintendent – Transportation Cameron Isaacson
5. ROLL CALL Present: Les Fong, Chair
Gary Giovanetti, Vice-Chair
Joni Bauer
Balwinder Singh

Absent: Michael Restuccia

Staff Present

Donna DeMartino, Chief Executive Officer
Gloria Salazar, Deputy Chief Executive Officer
Jean Foletta-Morales, Chief Operating Officer
Al Hoslett, RTD Legal Counsel
Kent Bradbury, Legal Counsel
George Lorente, Grants Manager
Max Cao, Marketing Senior Specialist
Merab Talamantes, Executive and Board Support Specialist
Sharon Miller, Director of Procurement
Terry Williams, Marketing Manager
Toan Tran, Mobility and Contract Services Manager
Ravi Sharma, Finance Manager
Nancy Antonio, Safety and Risk Senior Specialist
Moorea Warren, Customer Engagement Manager
Matthew Taia, Grants Specialist
Nate Knodt, Director of Planning
Cameron Isaacson, Superintendent Operations – Transportation
Brad Menil, Superintendent Operations – Maintenance
Nelson Nieves, Transit Ambassador
Juanita Watts, Transit Ambassador
Michael Villa, Transit Ambassador
Edith Ramirez, Office Assistant I
Christina Cordova, Transit Ambassador
Donovan Maszewski, Transit Ambassador
Jamina Wright, Transit Ambassador
Brande Mote, Transit Ambassador
Jennie Felix, Administrative Assistant
LaRita Jackson, Bus Operator
Stephennie Hayn, Senior Accountant

Jasmine Leek, Customer Engagement Analyst
Sharlene Torres, Customer Engagement Analyst
Kelvin Cao, Customer Engagement Analyst
Christine Filpula, Bus Operator
Trina Williams, Bus Operator
Pinky Acosta, Senior Accountant
Nakia Foster, Bus Operator
Syed Bukhari, Finance Senior Specialist
Linda Gain, Retiree
Jewel Calandri, Bus Operator
Alan Wagner, ATU 276
Juvenal Gonzalez, Mechanic
Gabriel Quintero, Bus Operator

Members of the Public Who Indicated They Were Present

James Young Janet Logan
Ceary Broyles Dartagnon Hill
Susan Role

6. SPECIAL PRESENTATIONS

A. EMPLOYEES OF THE MONTH

A Team Award was presented to the Customer Engagement Department; Nelson Nieves Transit Ambassador, Juanita Watts Transit Ambassador, Michael Villa Transit Ambassador, Edith Ramirez Office Assistant I, Christina Cordova Transit Ambassador, Donovan Maszewski, Transit Ambassador, Jamina Wright Transit Ambassador, Brande Mote Transit Ambassador, Jennie Felix Administrative Assistant, Jasmine Leek Customer Engagement Analyst, Sharlene Torres Customer Engagement Analyst, Kelvin Cao Customer Engagement Analyst, and Moorea Warren Customer Engagement Manager.

7. PUBLIC COMMENT

Susan Role said that RTD does very well; the drivers and office staff are pleasant. Last Friday, Route 578 was 31 minutes late. Role said the reason the bus was late was due to loading of wheelchairs and the need to recharge the electric bus. Role also asked why Route 576 has a six-hour break in the day when it is not running. Lastly, Role said that buses need to be cleaner; nonetheless, RTD does really well as a whole and she appreciates it.

James Young said that he loves riding RTD buses. Young has witnessed passengers requesting stops where there is not a stop. He would like RTD to install signs letting passengers know to only make requests when there is a bus stop.

Nakia Foster, Vice President ATY Local 276, said she has been with RTD for fifteen years and it is time for her to move on. Foster discussed her reasons for leaving and expressed concerns about what she perceives to be a lack of respect for bus operators. (As an update, Foster has changed her mind about working at RTD and asked to have her resignation rescinded).

Alan Wagner, President, ATU Local 276, congratulated the Transit Ambassadors and was sad to say that RTD is losing a quality driver (referring to Nakia Foster). Wagner expressed concerns with fare box recovery, the contract awarded to MV Transportation

in December 2016, the contract awarded to National Express Transit (NEXT), the financial reports listed in the April 2018 Board packet, and public hearing comments listed on page 29 of the January 2018 Board packet.

8. REPORTS

A. CHIEF EXECUTIVE OFFICER REPORT

- Donna DeMartino, CEO, invited Customer Engagement Manager Moorea Warren to speak about service changes outreach and Greyhound services. Warren reported on outreach efforts which included updating all Pole Mounted Passenger Information Displays (PMPIDs), redesigning printed passenger materials, providing information via social media and RTD's website, and interacting with passengers in person. Warren announced that Greyhound had commenced providing bus service from the Downtown Transit Center (DTC) on March 29. Seventeen Greyhound buses stop at the California Street bus stop on a daily basis. The DTC Customer Service Center is now open later Monday through Friday and on Saturday and Sunday as well.
- DeMartino invited Marketing Manager Terry Williams to speak about the Cultural Tourism Ambassador Lunch & Learn on Wednesday, March 28. Williams reported that approximately 35 CTAs attended in order to learn more about RTD's services, programs, and community outreach. Representatives from Service Development, Maintenance, Marketing, Customer Engagement, and Procurement gave presentations explaining the work they do for RTD. Williams convey a message from RTD CEO Donna DeMartino related to SB1.
- Williams also reported on the First Responder's Appreciation Day held on Saturday, April 7. Hosted at the Ripon Fire Department, this was the second annual event honoring the men and women of the Ripon Fire and Police Departments. RTD's Hopper bus participated in the parade that started at the Police Department and ended at the Fire Department. The Hopper was also used to assist in transporting senior citizens to and from the event. Guest speakers included Director Michael Restuccia (who is also the Mayor of Ripon) and San Joaquin County Supervisor Chuck Winn.
- Williams also announced that on Sunday, April 22, RTD will participate in the 30th annual Earth Day Festival in Stockton. Earth Day has a long history of helping people recognize the importance of caring for our earth and natural resources. Similar to years past, RTD will provide an electric bus for viewing, tours led by our staff, and an information table with promotional materials and giveaways.
- Williams also announced that those planning to attend the Asparagus Festival at the San Joaquin County Fairgrounds this weekend may ride Route 44 and 715.
- DeMartino reported that several RTD Board members and employees attended the annual Washington D.C. One Voice trip. DeMartino reported that they were excited to hear what was happening on the state and federal level with gas taxes which help to fund future transit.

B. STATE/FEDERAL LEGISLATIVE REPORT UPDATE

The CEO provided a written report to the Directors in the Board package.

- C. FINANCIAL REPORTS
Finance Manager Ravi Sharma provided a written report to the Directors in the Board package.

9. INFORMATION ITEMS

- A. EQUAL EMPLOYMENT OPPORTUNITY REPORT (EEO)
Legal Counsel Kent Bradbury provided the EEO report to the Board of Directors.
- B. QUARTERLY UPDATE OF CONTRACTS AWARDED JANUARY – MARCH 2018
Director of Procurement Sharon Miller provided the updated quarterly report to the Board of Directors.

10. CONSENT CALENDAR

- A. RESOLUTION NO. 5781
RESOLUTION APPROVING MINUTES OF THE MARCH 16, 2018, REGULAR BOARD OF DIRECTORS MEETING

ACTION: MOTION: DIRECTOR SINGH SECOND: DIRECTOR BAUER
Roll Call:
AYES: Bauer, Fong, Giovanetti, Singh NAYES: ABSTAIN: ABSENT: Restuccia

- B. RESOLUTION NO. 5782
RESOLUTION APPROVING MINUTES OF THE MARCH 16, 2018, SPECIAL BOARD OF DIRECTORS MEETING

ACTION: MOTION: DIRECTOR SINGH SECOND: DIRECTOR BAUER
Roll Call:
AYES: Bauer, Fong, Giovanetti, Singh NAYES: ABSTAIN: ABSENT: Restuccia

11. ACTION ITEMS

- A. RESOLUTION NO. 5783
RESOLUTION AUTHORIZING THE FILING AND EXECUTION OF THE FY 18 LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) APPLICATION FOR THE BRT EXPANSION – MIDTOWN CORRIDOR PROJECT

ACTION: MOTION: DIRECTOR GIOVANETTI SECOND: DIRECTOR BAUER
Roll Call:
AYES: Bauer, Fong, Giovanetti, Singh NAYES: ABSTAIN: ABSENT: Restuccia

12. QUESTIONS AND COMMENTS FROM DIRECTORS

Director Singh congratulated the Customer Engagement team for their work on the service change outreach.

Director Giovanetti provided a recap of the American Public Transportation Association Legislative conference he attended in March. The overall theme of the conference was to be proactive and not reactive. The highlights included improved mobility options, autonomous vehicles, special considerations to persons without credit or cell phones, partnerships with rideshare program like Uber and Lyft, changes to Buy American Laws, and the Highway Trust Fund.

13. CLOSED SESSION

Chair Fong announced there would be a closed session.

14. ADJOURNMENT

Chair Fong adjourned the meeting at 11:09 a.m.

NOTE: THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE HELD ON **FRIDAY, MAY 18, 2018, AT 10:00 A.M.**

RESOLUTION NO: _____
DATED: May 18, 2018

RESOLUTION APPROVING THE BOARD MINUTES OF THE
REGULAR MEETING OF April 20, 2018

RESOLVED AND ORDERED by the Board of Directors of the San Joaquin
Regional Transit District that the minutes of the Regular Meeting of April 20, 2018 be approved.

STAFF RECOMMENDATION: **APPROVE A CONTRACT WITH PACIFIC GAS & ELECTRIC TO SUPPORT INFRASTRUCTURE FOR RTD'S ELECTRIC VEHICLE (EV) FLEET**

LEAD STAFF: **DARLA SMITH
FACILITIES SUPERINTENDENT**

FINANCIAL IMPACT: **VALUE OF AWARD UP TO SEVERAL MILLION DOLLARS**

BACKGROUND:

Pursuant to the passing of Senate Bill 350, Pacific Gas and Electric (PG&E) filed a transportation electrification application focused on accelerating electrification in the medium and heavy-duty fleet sectors. PG&E received approval by the California Public Utilities Commission to offer one Priority Review Project (PRP) targeting a transit agency in a Disadvantage Community. PG&E has selected RTD as a partner for the PRP.

DISCUSSION:

PG&E will install, own, and maintain the electric infrastructure that brings power to the bus chargers and will provide RTD with a rebate to cover up to 100% of the purchase cost of the equipment. In addition, PG&E may offer energy storage and charge management software which aims to reduce demand charges (currently billed at a variable rate of \$2,000 – \$8,000 a month). PG&E's preliminary models reflect a potential savings of approximately \$3,000 per month on electrical charges from depot charging model.

The proposed scope of work for the PG&E PRP includes:

- Installation of two to five Proterra depot chargers at the Regional Transportation Center.
- Installation of a battery storage system at one of RTD's overhead fast charging sites, such as the Downtown Transit Center or Union Transfer Station.

Currently, RTD has 12 electric buses that use the current overhead charging technology. The five additional electric buses due to arrive in summer 2018 will have dual technology for overhead and depot charging.

Staff recommends that the RTD Board approve the attached resolution to enter into a contract with PG&E for PRP which supports infrastructure for RTD's EV fleet.

RESOLUTION NO. ____
DATED: May 18, 2018

RESOLUTION TO APPROVE A CONTRACT WITH PACIFIC GAS & ELECTRIC TO SUPPORT
INFRASTRUCTURE FOR RTD'S ELECTRIC VEHICLE (EV) FLEET

WHEREAS, the San Joaquin Regional Transit District (RTD) and Pacific Gas & Electric Company (PG&E) both desire to partner in a priority review project (PRP) supported by Senate Bill 350; and

WHEREAS, the PRP will support infrastructure for RTD electric vehicle (EV) fleet, including:

- Installation of two to five Proterra depot chargers at the Regional Transportation Center
- Installation of a battery storage system at one of RTD's overhead fast charging site, such as the Downtown Transit Center or Union Transfer Station; and

WHEREAS, RTD's core values embraces environmental responsibility for RTD employees, customers, and the community; and

WHEREAS, the pilot program will provide RTD with a low-risk, low-cost method to test depot charging technology; and

WHEREAS, the project will assist in strategic planning for future infrastructure for the EV fleet.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the RTD, as follows:

1. That that certain SB 350 Priority Review Projects Terms and Conditions ("Contract") between the San Joaquin Regional Transit District (RTD) and Pacific Gas & Electric Company (PG&E), being Contract No. _____, dated _____, 2018, be and the same hereby is approved.
2. That the Chair and Secretary of RTD be and they hereby are authorized and directed to finalize and execute the said Contract, on behalf of RTD.
3. That the Chair and Secretary, or either of them individually, are hereby directed to take such further actions and to execute such other documents, including amendments to said Contract, as may necessary or appropriate to carry out the intents and purposes of this Contract.

SB 350 Priority Review Projects Terms and Conditions ("Contract")

Definitions

Disadvantaged Community – Census tracts in PG&E's service territory with a top quartile score according to California Environmental Protection Agency's CalEnviroScreen 3.0, or current version.

EV Service Connection – Traditional utility infrastructure from the utility distribution system to the meter, which may include but is not limited to cable, conductors, conduit, transformers and associated substructures from the utility distribution system.

EV Supply Infrastructure – Infrastructure from the meter ("but not including the meter") to the parking space, this may include an electrical panel, cable and conduit necessary to deliver power to the parking space.

EVSE – Electric vehicle supply equipment used for charging EVs. The conductors, including the ungrounded, grounded, and equipment grounding conductors, the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the premises wiring to the electric vehicle.

EVSE Package – EVSE hardware, software, and network services.

EVSP – Electric vehicle service provider is a company that meets the mandatory minimum requirements.

Site Host – The entity participating in the SB 350 Priority Review Projects that owns, leases or manages the Premises where the EVSE Packages are installed. The Site Host is also the customer of record for PG&E.

Operations and Maintenance (O&M): included but not limited to network fees, replacement of parts and associated services necessary to keep the EVSE operational.

Owner Rebate – If the Site Host is the Owner, then the Site Host will receive a Rebate.

Specific Terms

Acknowledgement and Term: All parties agree to abide by the terms and conditions of this Contract for participation in the SB 350 Priority Review Projects, including all requirements included by reference, for the duration of Site Host's participation; a period of not less than 10 years from the date Site Host's EVSE Package becomes operational.

Owner Rebate: The Site Host who owns, operates, and maintains the EVSE installed on their property ("Owner") applicant will qualify for a Rebate as part of participation in the SB 350 Priority Review Projects, a pilot program to install EV chargers in the Pacific Gas and Electric Company ("PG&E") service territory. The Rebate amount will vary in accordance with the California Public Utilities Commission ("CPUC") requirements. The Rebate will be paid after: (1) proof of purchase of qualified EVSE Package, (2) PG&E inspects the installation of the EVSE and the physical location, and (3) the EVSE is operational.

Selection of Electric Vehicle Service Equipment Package: Upon approval of application by PG&E, Site Host shall select and work with PG&E to procure appropriate equipment. In all cases PG&E is responsible for the EV Service Connection and the EV Supply Infrastructure at the site. Owner shall install, operate and maintain the number and type of the EVSE Package, associated equipment and signage as selected by Site Host and approved by PG&E. Site Host acknowledges that PG&E makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the EVSE

package. Site Host agrees that PG&E has no liability whatsoever concerning the quality and safety of such products.

Additional Services from EVSP: Separate and apart from the application and PG&E's obligations under the SB 350 Priority Review Projects, the EVSP selected by Site Host may offer and contract directly with the Site Host to provide any additional or complementary services, as long as these services do not interfere with the objectives of the SB 350 Priority Review Projects. The costs of additional EVSP services, and any cost related to O&M of any additional EVSP services, will not be borne by PG&E, unless they are complementary services necessary to support the SB 350 Priority Review Projects' objectives and are approved by PG&E in writing.

Installation of Equipment: PG&E and/or its contractors shall design and construct the EV Service Connection and EV Supply Infrastructure in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements. Site Host is responsible for providing all disclosures, including but not limited to hazardous materials, located at the site of the installation. A preliminary layout of proposed facilities will be provided to Site Host prior to preparation of easement for Site Host review and approval; such approval will not unreasonably be withheld. After Site Host approval of the preliminary design, PG&E will coordinate with the Site Host if there are any proposed material changes. A final design with no material changes from the agreed upon design, will be provided by PG&E prior to any installation activities. PG&E and Site Host will approve final design prior to construction beginning. Once design is approved, no material changes will be made without approval from PG&E and Site Host. An estimated installation schedule shall be provided by PG&E after execution of required easement and timely selection of EVSE Package. Should the schedule require modification, PG&E shall notify Site Host within a reasonable amount of time of such changes. The Site Host and/or its contractors shall construct the EVSE, in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements. The Owner is responsible for covering the upfront costs of the EVSE Package and installation of the EVSE. PG&E will assess whether the installation complies with quality and safety standards before confirming project completion and delivering an Owner Rebate to the Site Host. Upon completion of installation of the EVSE, the Site Host understands and acknowledges that they will be responsible for the operation and maintenance of the EVSE installed through the SB 350 Priority Review Projects. EVSE Package Payment of the Rebate will be made after: (1) proof of purchase of qualified EVSE Package, (2) PG&E inspects the installation of the EVSE and the physical location, (3) the EVSE is operational.

Duty to Notify: Site Host has a duty to promptly notify PG&E when Site Host becomes aware of any unsafe, inoperable or damaged equipment. In addition, Site Host shall promptly report all claims and/or incidents to PG&E or its designated representative(s), and shall promptly thereafter confirm in writing any injury, loss, or damage incurred by Site Host.

Accessibility Requirements: The installation of the EVSE and EV Service Connection is required to comply with the Americans with Disabilities Act (ADA) and California Building Standards. PG&E is responsible for the costs of complying with these standards as they relate to the installation of EVSE and EV Supply Infrastructure. Site Host understands and accepts that such standards may impact parking layouts and reduce the number of non-accessible parking spaces available. Site Host understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the EVSE as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.

Easement Requirement: Site Host agrees to grant PG&E an easement for the installation of EV Service Connection and EV Supply Infrastructure, the location of which shall be subject to the mutual agreement of the parties. Site Host agrees to sign and return said easement to PG&E within 60 days of receipt. If the Site Host does not respond within 60 days, PG&E reserves the right to rescind Site Host's participation in the SB 350 Priority Review Projects. Upon termination of the Contract, PG&E shall upon

written demand therefor execute and deliver to Site Host a good and sufficient quitclaim of said easement and right of way or such portion thereof conveyed in this document.

PG&E Right to Access: Site Host shall provide PG&E, its representatives, contractors, and designees access to the SB 350 Priority Review Projects' proposed physical site for purposes of design, installation, and maintenance of the EV Supply Infrastructure and EV Service Connection.

EVSE Operation and Maintenance: The Site Host is required to maintain the EVSE for the duration of this contract (10 years). Site Host will pay all Operations and Maintenance costs associated with the EVSE. Site Host shall maintain a consistent uptime at the direction of PG&E for EVSE installed. Site Host shall maintain the common area improvements immediately surrounding the EVSE in good condition, ordinary wear and tear accepted, and will promptly notify PG&E of any problems it is aware of related to the EVSE. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services. Uninterrupted service is not guaranteed. PG&E may interrupt service when necessary to ensure safety or to perform maintenance. PG&E will notify Site Host no less than 5 days before any planned maintenance and will notify Site Host no less than 24 hours before physical access to site is needed and/or any interruption of service. PG&E shall use its best efforts to minimize its interruption of the service to Site Host.

Compensation: Under no conditions shall Site Host or EV Drivers receive compensation of any kind (including but not limited to: cash, in-kind services, or otherwise) for any duties or requirements provided for in these terms and conditions or for participation in any way as part of the SB 350 Priority Review Projects, including but not limited to: easements, use of data for lawful purposes, loss of business activity during construction or maintenance activities, or any other inconvenience or loss, without limitation, related to participation.

General Terms

Permission to Use Data: Site Host agrees to allow PG&E, its agents and representatives to use data gathered as part of the SB 350 Priority Review Projects for use in regulatory reporting, ordinary business use, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations. At a minimum, Site Host agrees that PG&E may collect data for at least 1 year after the chargers are in use, as required by the CPUC, and Site Host agrees to participate in the final report which will be provided to the CPUC after the end of the year-long period of this pilot program.

Please refer to the section titled "SB 350 TE Reporting Requirements" on the following CPUC website: <http://www.cpuc.ca.gov/sb350te/> for a standardized template of reporting data that PG&E would collect. This template will be finalized by the CPUC, in coordination with PG&E and other investor owned utilities in the State.

Representations: Site Host understands that its participation in the SB 350 Priority Review Projects shall not be construed as creating any agency, partnership, or other form of joint enterprise between the Site Host, PG&E, or their affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, nor make any representations of any kind to this effect. Site Host represents and warrants that it is either (i) the fee title owner and has the ability to grant the easement, or (ii) it is the authorized manager of the proposed SB 350 Priority Review Projects' site working with the fee title owner, it has the power, authority and capacity to bind itself to undertake the SB 350 Priority Review Projects' terms and conditions and to perform each and every obligation required of Site Host, and such fee title owner has the ability to grant the easement.

Changes: PG&E may initiate changes to the SB 350 Priority Review Projects as necessary to comply with CPUC directives. PG&E shall endeavor to provide Site Host with advance notice of any such changes. Site Host has the option to opt out of the Program subject to section Site Host Removal and Termination.

Compliance with Laws: All parties shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the SB 350 Priority Review Projects and/or Site Host's interactions with customers in connection with the SB 350 Priority Review Projects.

Failure to Comply with Terms and Conditions: Without limitation, and to the greatest extent allowed by law, PG&E and Site Host reserve the right to seek damages and recovery for losses incurred due to any breach of the SB 350 Priority Review Projects terms and conditions on the part of Site Host or PG&E, whether intentional or unintentional.

Relocations: Should Site Host request relocation of EVSE or parts thereof, such relocation shall be per mutually agreeable terms and shall be at sole expense of Site Host and in accordance with any SB 350 Priority Review Projects requirements, laws, regulations or other applicable jurisdictional requirements. Additionally, if requested by PG&E, Site Host shall either amend the Easement to include the legal description of the new location or enter into a new Easement with PG&E.

PG&E Termination or Suspension: PG&E may terminate, or for any duration suspend, Site Host's participation in the SB350 Priority Review Projects, or operation of EVSE, with or without cause, at any time, and for any reason. Such reasons may include but are not limited to: failure to provide or maintain terms of easement, failure to abide by the SB 350 Priority Review Projects' terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other reason(s) not in the best interests of the SB 350 Priority Review Projects or PG&E's ratepayers.

Site Host Removal or Termination: Should Site Host request removal or termination of EVSE or parts thereof prior to ten (10) years from the operational date of the EVSE, Site Host shall bear full cost and sole expense of such removal as well as the potential for additional costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation. Site Host may, at any time within the Program Term request from PG&E projected and final costs associated with such a removal request. If the Site Host wishes to assign its rights and obligations of the EVSE Package to a new Site Host prior to 10 years from the operational date of the EVSE, the new Site Host may assume all rights and obligations for the remaining term with PG&E consent. After 10 years, if Site Host requests removal or termination of the EVSE, PG&E shall de-energize the EV Service Connection and EV Supply Infrastructure and abandon conduit in place. PG&E will bear full cost of such work. PG&E may also deliver a quitclaim for the easement in accordance with these terms, after which the easement would be removed.

End of Term: At the end of the 10-year term, the Site Host will have the following options;

1. Continue to own EVSE as a Site Host with continued responsibility for operation and maintenance of EVSE. Easement remains in place.
2. Remove the EVSE at Site Host's cost and expense, PG&E abandons EV Service Connection and EV Supply Infrastructure in place. PG&E delivers quitclaim for easement and easement is removed.

Indemnification: Site Host shall indemnify, hold harmless and defend PG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any act, omission or negligence of Site Host, or its officers, agents, employees and/or subcontractors, for any: (i) injury to or death of persons, including but not limited to employees of PG&E or Site Host; (ii) injury to property or other interests of PG&E, Site Host,

or any third party; (iii) violation of a local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Site Host's performance of, or failure to perform, this Contract. Site Host shall, on PG&E's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to PG&E. Site Host shall pay all costs and expenses that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Contract.

PG&E shall indemnify, hold harmless and defend Site Host, its directors, officers, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any act, omission or negligence of PG&E, or its officers, agents, employees and/or subcontractors, for any: (i) injury to or death of persons, including but not limited to employees of PG&E or Site Host; (ii) injury to property or other interests of PG&E, Site Host, or any third party; (iii) violation of a local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with PG&E's performance of, or failure to perform, this Contract. PG&E shall, on Site Host's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to Site Host. PG&E shall pay all costs and expenses that may be incurred by Site Host in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Contract.

Insurance Requirements: Each Party hereto shall procure, carry and maintain the following insurance coverage and is also responsible for its Subcontractors maintaining sufficient limits of the appropriate insurance coverage:

A. Personal Liability

1. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence for bodily injury, property damage and personal injury.
2. Coverage shall: a) By "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for the 'Site Host'; b) Be endorsed to specify that the 'Site Host' insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

B. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, where Site Host performs Work.
2. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death in each accident.

C. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
2. The limit shall not be less than \$1,000,000 each occurrence for bodily injury, property damage and personal injury.
3. Coverage shall: a) by "Additional Insured" endorsement add as insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and

employees with respect to liability arising out of or connected with the Work performed by or for the Site Host. (ISO Form CG2010 or equivalent is preferred.) In the event the Commercial General Liability policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's additional insured requirement: "PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of the work performed by or for the Site Host are additional insureds under a blanket endorsement."; b) be endorsed to specify that the Site Host's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

D. Documentation Requirements

1. Site Host shall have all insurance in place before beginning any Work. Upon request, Site Host shall furnish PG&E with certificates of insurance, declaration pages and endorsements (collectively, "Documentation") of all required insurance. Documentation shall be signed and submitted by a person authorized by that insurer to issue certificates of insurance and endorsements on its behalf
2. The insurer shall deliver notification to PG&E in accordance with the policy provisions if any of the above-described policies are cancelled before the stated expiration date
3. PG&E may inspect the original policies in Section 1.1.1 or 1.1.2 or require copies, at any time. Site Host/Owner may redact non-essential exposure information from copies.
4. The minimum liability insurance requirements established in this Contract are not a representation by PG&E that the insurance limits are sufficient, nor do these requirements in any way limit Site Host's liability under this Contract.
5. Upon request, Site Host shall furnish PG&E the same evidence of insurance for its Subcontractors as PG&E requires of Site Host.

Each Party represents and warrants that it operates as a self-insurer and its self-insurance program is materially sufficient to satisfy the provisions of this Section and will remain in effect during the Term.

Casualty: If all or any portion of the EVSE on the Site are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any, a "**Casualty**"), Site Host shall have the right to terminate the Agreement by written notice to PG&E in which event the Agreement shall terminate on the date that is 10 days after the date of Site Host's termination notice and PG&E may elect to remove or replace the EVSE from the Site. In the event of any Casualty which materially and adversely affects the operation of the EVSE, PG&E shall have the right to terminate the Agreement by written notice to Site Host within 14 days after the Casualty, in which event the Agreement shall terminate on the date that is 10 days after the date of PG&E's termination notice and PG&E may elect to remove or replace the EVSE from the Site.

Dispute Resolution: After attempting in good faith to resolve a dispute, a party may request mediation by written notice to the other Party. The mediation shall be conducted by a mutually-agreeable mediator with appropriate experience. All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

No Partnership: This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render PG&E and Site Host liable as partners, co-venturers or principals.

Enforceability: If any of the provisions, or application of any of the provisions, of this Contract are held to be illegal or invalid by a court of competent jurisdiction or arbitrator/mediator, PG&E and Site Host shall negotiate an equitable adjustment in the provisions of this Contract with a view toward

effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Contract will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Contract.

Integration: This Contract, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the Parties as to the subject matter of the Contract. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Contract. This Contract has been induced by no representations, statements or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Contract.

Survival: The provisions of this Contract which by their nature should survive expiration, cancellation or other termination of this Contract, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics and availability of information, shall survive such expiration, cancellation or other termination.

Notice: Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section, and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.

If to PG&E:

Pacific Gas and Electric Company
Attn: Tracy Cheung
SB350 Priority Review Program Manager
77 Beale Street
Mail Code B9F Room 921D
San Francisco, CA 94105
Email Address: tracy.cheung@pge.com

If to Site Host:

San Joaquin Regional Transit District
Attn: Donna DeMartino, CEO
423 East Weber Avenue—2nd Floor
P. O. Box 201010
Stockton, CA 95201
Email Address: ddemartino@sjRTD.com

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

**SAN JOAQUIN REGIONAL TRANSIT
DISTRICT**

**PACIFIC GAS AND ELECTRIC
COMPANY**

Les Fong, Chairman

Signature

Donna DeMartino, Chief Executive Officer

Print Name

Date

Title

Date